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APPENDIX
Volume I

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1975

No. 75-636 and No. 75-672
(Consolidated)

No. 75-636
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Petitioner,
v.
UNITED STATES OF AMERICA,
Respondent,

and

No. 75-672
T.I.M.E.-D.C., INC.,
Petitioner,
v.
UNITED STATES OF AMERICA,
Respondent.

ON WRITS OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR CERTIORARI IN NO. 75-636 FILED OCTOBER 29, 1975
PETITION FOR CERTIORARI IN NO. 75-672 FILED NOVEMBER 6, 1975
CERTIORARI FOR BOTH GRANTED MAY 24, 1976

SUPREME COURT OF THE UNITED STATES

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No. 75-636
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Petitioner,
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Respondent,

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T.I.M.E.-D.C., INC.,
Petitioner,
v.
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ON WRITS OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

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I

RELEVANT DOCKET ENTRIES

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

United States of America, Plaintiff. v. T.I.M.E. D.C., Inc., and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and the International Association of Machinists and Aerospace Workers, AFL-CIO, Defendants.	Civil Action. No. 5-868.
United States of America, Plaintiff. v. T.I.M.E. Freight, Inc. (Now Known as T.I.M.E. D.C., Inc.), and Local 480 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Defendants.	Civil Action. No. 5-897.

A. U. S. v. T.I.M.E. Freight, Inc., and Local 480, International Brotherhood of Teamsters, M. D. Tenn., No. C.A. 5069.

(*Note*: upon change of venue to the United States District Court for the Northern District of Texas this case was renumbered No. C.A. 5-897).

1968

(1) May 15 Original complaint filed.

(2) June 10 Answer of Defendant T.I.M.E. Freight, Inc.

(3) Dec. 12 Amended Complaint filed joining Local 480, International Brotherhood of Teamsters as a party Defendant.

1971

(4) May 5 Answer of Defendant Local 480 entered.

(5) May 5 Order granting change of venue to the Northern District of Texas, which renumbered this case as No. C.A. 5-897.

B. U. S. v. T.I.M.E.-D.C., Inc., and International Brotherhood of Teamsters, N.D. Tex., No. C.A 5-868

1971

(1) Jan. 14 Original complaint filed.

(2) Feb. 3 Answer of Defendant T.I.M.E.-D.C., Inc.

(3) Feb. 16 Answer of Defendant International Brotherhood of Teamsters.

(4) Apr. 16 Motion by Defendant T.I.M.E.-D.C., Inc., for joinder of party Defendant.

(5) Apr. 21 Order that Motion by Defendant T.I.M.E.-D.C., Inc., be granted and that the International Association of Machinists and Aerospace Workers, A.F.L.-C.I.O., be joined as a party Defendant.

(6) Apr. 30 Order granting Motion by Defendant T.I.M.E.-D.C., Inc., to consolidate Nos. C.A. 5-868 and C.A. 5-897.

(7) May 11 Answer of Defendant International Association of Machinists and Aerospace Workers.

(8) Dec. 6 Amendments to Complaint filed in No. C.A. 5-897.

(9) Dec. 31 Order granting Plaintiff's Motion to join Local 745, International Brotherhood of Teamsters as a party Defendant, but as an individual Defendant only.

1972

(10) Jan. 17 Amended Answer of Defendant T.I.M.E.-D.C., Inc., filed.

(11) Jan. 20 Order denying Motions by Defendant International Union that they be dismissed, denying Motion by Defendant T.I.M.E.-D.C., Inc., that it be dismissed and permitting joinder of Teamsters Local 745 as a party Defendant.

(12) May 1 Entry of Pre-Trial Order.

(13) May 3 through May 12 Trial on the merits.

(14) May 12 Decree in Partial Resolution Suit.

(15) Oct. 19 Memorandum Opinion issued.

(16) Dec. 6 Supplemental Opinion issued.

1973

(17) Mar. 2 Final Order entered.

(18) Mar. 19 Order amending Final Order entered.

II

RELEVANT PLEADINGS, CHARGES, FINDINGS OR OPINIONS

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

No. 5-868

A. Complaint and Defendants' Answers

The United States of America, by its attorneys, alleges:

1. This action is brought by the Attorney General on behalf of the United States seeking relief for violations of Title VII of the Civil Rights Act of 1964 (78 Stat. 253), 42 U.S.C. 2000e *et seq.* This Court has jurisdiction under 28 U.S.C. 1345 and under Section 707(b) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e-6(b).

2. The defendant T.I.M.E.-D.C. Freight, Inc., is a Delaware corporation, with corporate offices in Lubbock, Texas, which offers services to the general public as a common motor carrier of general commodities operating in interstate commerce. T.I.M.E.-D.C. operates 49 terminals in 24 states, employing approximately 6,500 persons. Of defendant's employees, approximately 265 are Negro and 231 are Spanish-surnamed individuals, and of those employees, only 21 Negro employees and 32 Spanish-surnamed employees are assigned to job classifications other than garage serviceman, dock worker, city driver and janitor.

3. The defendant T.I.M.E.-D.C. is an employer and is engaged in an industry affecting commerce within the meaning

of Section 701(b) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(b).

4. The defendant International Brotherhood of Teamsters, Chauffeurs, Warehouseman, and Helpers (hereinafter referred to as the Teamsters) is an unincorporated association doing business in this district. Defendant Teamsters, by itself, through designated sectional conferences and through affiliated local unions, is the exclusive bargaining representative of the majority of defendant T.I.M.E.-D.C.'s employees.

5. The defendant Teamsters is a labor organization within the meaning of Section 701(d) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(d)(1).

6. The defendant T.I.M.E.-D.C. follows a policy and practice of discrimination in employment against Negroes because of their race and against Spanish-surnamed persons on account of their national origin throughout its business operations. This policy and practice has been and is implemented by defendant T.I.M.E.-D.C., among other ways, as follows:

(a) Defendant T.I.M.E.-D.C. has refused and continues to refuse to recruit, hire, transfer and promote Negro and Spanish-surnamed persons on an equal basis with white persons.

(b) Defendant T.I.M.E.-D.C. hires and makes assignments to job classifications on the basis of race and national origin, assigning Negroes and Spanish-surnamed Americans to lower paying, less desirable classifications such as dock worker, city driver, serviceman and janitor, while reserving for whites the higher paying more desirable classifications such as over-the-road driver, office worker, mechanic, sales personnel and supervisor.

(c) Defendant T.I.M.E.-D.C. has refused and continues to refuse to employ Negro and Spanish-surnamed persons

as casual (non-regular) employees and has refused and continues to deny opportunities to Negro and Spanish-surnamed casuals to become regular employees on the same basis as white persons.

(d) Defendant T.I.M.E.-D.C. has refused and failed to promote and otherwise transfer Negro and Spanish-surnamed and to provide an opportunity for Negro and Spanish-surnamed employees to transfer to over-the-road driver positions, mechanics positions and managerial positions on the same basis it has promoted, transferred and provided the opportunity for the transfer of white employees; and defendant T.I.M.E.-D.C. maintains a system of granting promotions and transfers which perpetuates the effects of its discrimination against Negro and Spanish-surnamed employees.

7. The defendant Teamsters by itself and through designated sectional conferences and through affiliated local unions, is a party to collective bargaining agreements with defendant T.I.M.E.-D.C. which among other things, provide for the accumulation of seniority by job classification and for separate lines of seniority by job classification. Said collective bargaining agreements prevent or tend to prevent transfer from the lower paying, less desirable classifications to which Negroes and Spanish-surnamed persons were assigned on the basis of race and national origin to the higher paying, more desirable classifications and thus perpetuate the effects of the policies and practices of discrimination by race and national origin of defendant T.I.M.E.-D.C.

8. The defendant T.I.M.E.-D.C. has failed to take adequate affirmative steps to correct the continuing effects of its prior discriminatory practices. The defendant Teamsters has failed to agree to necessary modifications of its collective bargaining agreements necessary to prevent the perpetuation of defendant T.I.M.E.-D.C.'s discriminatory practices.

9. The acts and practices of the defendants described in the above paragraphs constitute a pattern and practice of resistance to the full enjoyment by Negro and Spanish-surnamed persons of their right to equal employment opportunities without discrimination or distinction based on race or national origin. The pattern and practice is of such a nature and is intended to deny the full exercise of such rights. Unless restrained by order of this Court, defendants will continue to engage in the same or similar practices.

Wherefore, the plaintiff prays for an expedited hearing and for an order preliminarily and permanently enjoining the defendants, their officers, agents, employees, successors, affiliates and all persons in active concert or participation with them from engaging in any racially discriminatory employment practice and more particularly from:

(a) Failing or refusing to consider or hire any Negro or Spanish-surnamed person for any position or job classification on account of his race, color or national origin;

(b) Failing or refusing to hire and transfer Negro and Spanish-surnamed persons to job classifications such as over-the-road driver, office worker, mechanic, sales, supervisory on the same basis as whites were formerly hired and without loss of seniority or other benefits;

(c) Promoting or reassigning any employee on a racially discriminatory basis or because of his national origin or failing to consider or promote any employee on account of his race, color or national origin;

(d) Engaging in any act or practice which, directly or indirectly, tends to discourage Negro or Spanish-surnamed persons from seeking employment in any position, or promotion or transfer to any position, for which they may be qualified;

(e) Failing to compensate all Negro and Spanish-surnamed persons, previously discriminated against, for loss of earnings occasioned by said discrimination; and

(f) Failing and refusing to take such other reasonable and adequate affirmative steps to correct the effects of their past discriminatory practices.

Plaintiff further prays for such other and further relief as the interests of justice may require, together with the costs and disbursements of this action.

Respectfully submitted

/s/ JOHN N. MITCHELL
Attorney General

/s/ JERRIS LEONARD
Assistant Attorney General

/s/ ELDON B. MAHON
United States Attorney

/s/ DAVID L. ROSE
/s/ ELIHU HURWITZ
Attorneys
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Washington, D.C. 20530

Attorneys for the United States

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

No. 5-868

Answer of Defendant T.I.M.E. DC, Inc.

Now Comes Defendant T.I.M.E. DC, Inc., and would show the Court that its correct corporate name is T.I.M.E. DC, Inc., and would further show the Court the following:

I

Defendant T.I.M.E. DC, Inc., admits the allegations in Paragraph 1 of Plaintiff's complaint, and that this Court has jurisdiction of this cause.

II

Defendant T.I.M.E. DC, Inc., admits the allegations in Paragraph 2 of the complaint as being substantially correct, but subject to correction with respect to exact numbers.

III

Defendant T.I.M.E. DC, Inc., admits the allegations in Paragraph 3 of the complaint.

IV

Defendant T.I.M.E. DC, Inc., admits the allegations in Paragraph 4 of the complaint, but specifically denies that the International Brotherhood of Teamsters, Warehousemen, Chauffeurs and Helpers represents all of the employees of T.I.M.E. DC, Inc., that may be affected by this suit.

V

Defendant T.I.M.E. DC, Inc., admits the allegations in Paragraph 5 of the complaint.

VI

Defendant T.I.M.E. DC, Inc., denies all of the allegations in Paragraphs 6. 7, 8 and 9 of the complaint. and each subdivision thereof.

Wherefore, Defendant T.I.M.E. DC, Inc., prays the Court that all the relief prayed for in the Plaintiff's complaint be denied, and that it go hence with its costs, and for such other and further relief in law and in equity to which it may be justly entitled for which it will ever pray.

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By: W. D. BENSON
Of Counsel

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T.I.M.E. DC, Inc.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

No. 5-868

Answer of Defendant International Brotherhood of Teamsters

Defendant, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers (herein "Teamsters") in answer to the Complaint in this case says:

1

The Complaint fails to state a claim against this defendant upon which relief can be granted.

2

Plaintiff has failed to join necessary parties, i.e. those local unions which are parties to the collective bargaining agreements which plaintiff asks this Court to modify.

3

1. Teamsters admit the allegations of paragraph 1 of the Complaint.

2. Teamsters admit that defendant TIME-DC, Inc. has corporate offices in Lubbock, Texas, and is a common motor carrier of general commodities operating in interstate commerce. Defendant is not informed as to the other matters alleged in paragraph 2 of the Complaint, and therefore denies same.

3. Teamsters admit the allegations of paragraph 3 of the Complaint.

4. Teamsters admit that it is an unincorporated association doing business as a labor organization; that certain local unions chartered by Teamsters are parties to collective bargaining agreements with TIME-DC, Inc., and that TIME-DC is party to certain National and Supplemental agreements with certain negotiating committees and local unions affiliated with Defendant Teamsters.

Except as specifically admitted herein, Teamsters denies the allegations of paragraph 4 of the Complaint.

5. Teamsters admit the allegations of paragraph 5 of the Complaint.

6. Defendant Teamsters has insufficient knowledge to affirm or deny the allegations of paragraph 6 of the Complaint; but would show, in this connection that no employee, or prospective employee of TIME-DC has complained to Teamsters of any such discrimination as is alleged in the Complaint herein; and Teamsters would further show that should such complaints arise they could be corrected by utilization of the grievance machinery provided in existing collective bargaining agreements, and specifically pursuant to Article 38 thereof which provides:

> "The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, or national origin."

7. Teamsters admit that there exist certain collective bargaining agreements between TIME-DC, Inc. and affiliates of Teamsters as set out in ¶ 3(4), *supra*, and pray reference to the contracts, rather than plaintiffs' characterization of them. Teamsters deny the remaining allegations of paragraph 7 of the Complaint.

8. Teamsters have no knowledge as to the alleged failures of TIME-DC, and therefore deny same.

Teamsters deny that any request for modification of TIME-DC agreements has been made, deny that modifications are necessary to comply with the statute, and deny all other allegations of paragraph 8 of the Complaint.

9. Teamsters deny the allegations of paragraph 9 of the Complaint.

Wherefore, Teamsters pray that the relief sought by plaintiff be denied; that this defendant be dismissed with its costs, including attorney's fees, and for such further relief to which this defendant is entitled.

MULLINAX, WELLS, MAUZY & COLLINS
1601 National Bankers Life Building
Dallas, Texas 75201

/s/ By L. N. D. WELLS, JR.
Attorneys for Defendant,
International Brotherhood of Teamsters

(Affidavit of service omitted in printing)

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

No. 5-868

B. **Answers of T.I.M.E.-DC, Inc. to Interrogatories Propounded by the United States of America**

Now Comes T.I.M.E.-DC, Inc., successor to T.I.M.E. Freight, Inc., one of the Defendants in the above cause, and files its Answers to Interrogatories propounded by the United States of America to T.I.M.E.-DC, Inc.—Nashville, in the above styled cause as follows:

1. Does the Company interpret any provisions of any present or past collective bargaining agreement as prohibiting T.I.M.E. servicemen at its Nashville terminal from progressing to the position of mechanic and carrying with them their terminal seniority?

Answer: Yes, as to past agreements. No, as to present agreement.

If the answer to Interrogatory Number 1 is affirmative, set forth the name of the collective bargaining agreement or agreements and each article and section therein which so provides or so provided, and in addition thereto, state the historical background and reason for this article and section of the agreement or agreements covering this subject.

Answer: **Nashville Mechanics Agreement** with Local Union 327 for period 4-1-58 to 1-31-61:

Article 2 provides: "Each classification of employees covered by this Contract shall have and maintain separate seniority. For illustration—Painter, Body and Fender Repairman both A and B, shall not be permitted to apply their seniority in classifications of Mechanics, Grade A or B. Garage Servicemen shall not be permitted to exercise their seniority for any work of vacancies other than work within the Garage Serviceman classification."

Article 14—Classifications: "This Agreement shall cover only the employees engaged in the classifications of work shown below who are employed at the Employer's Nashville, Tennessee Garage or Shop. B Mechanics, Grade A Mechanics, Grade B Paint and Body, Grade A Paint and Body, and Garage Servicemen."

Mechanics Agreement with Local 327 for period 2-1-61 to 1-31-64:

Article 2—Seniority: "Each classification of employee covered by this Contract shall have and maintain seniority. Neither Mechanics nor Painters, Body and Fender Repairmen can claim any work in the Garage Serviceman classification in the event of layoffs."

Article 14—Classifications: "This shall cover only the employees engaged in the classification of work shown below who are employed in the Employer's Nashville, Tennessee Garage or Shops." (All classifications named as outlined in prior Contract.)

Mechanics Agreement with Local 327 for period 2-1-64 to 1-31-67:

Article 2—Seniority: "Each classification of employee covered by this Contract shall have and maintain separate seniority. Neither Mechanics nor Painter, Body or Fender Repairmen can claim any work in the Garageman's classification."

Article 15—Classifications: "This Agreement shall cover only the employees engaged in the classification of work shown below." (Same as noted above.)

Southeastern Area Garage Agreement Covering Mechanics and Servicemen for period of 4-1-67 to 3-31-70.

Article 5, Section 3—Seniority: "Vacancies and other job opportunities within the classifications covered by this Agreement shall be subject to seniority and shall be posted for bid."

Section 4—"The bulletining of positions or vacancies shall consist of the number of days, classifications, the days to be worked and the starting time shall be the same time each day of the assignment."

Article 34, Section F: "Garage Servicemen, Class B shall perform all those duties as specified in the Contract and shall be limited to the operation of moving equipment to and from the shop for maintenance; they may unhook a trailer for the purpose of moving it to the shop for maintenance or service. They will not be permitted to hook up equipment or move equipment on the yard or to participate in any way in the dock or road operation."

Will eliminate prior pickup and delivery Agreements, all of which carry similar restrictions as named below in the following Contract.

National Master Freight Agreement and Southern Conference Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement for the period of 4-1-70 through 6-30-73:

Article 2, Section 2, supplements to Master Agreement: "All such supplemental agreements are to be clearly limited to their specific classification of work as enumerated or described in each individual supplement."

Southern Conference Supplemental Agreement:

Article 40, Section 1(a): "The execution of this Agreement on the part of the Employer shall cover all the local freight

forwarding pickup and delivery operations of the Employer in said described area, excluding El Paso, Texas."

Article 42, Section 2(a)—Seniority: "Terminal seniority as measured by length of service at such terminal shall prevail except as otherwise provided for in this Agreement." Article 46, Section 2: "Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to the regular payroll when eight man-hours per day are worked in any five out of seven days."

National Master Freight Agreement and Southern Conference Over-The-Road Supplemental Agreement for period of 4-1-70 through 6-30-73:

Article 2, Section 1: "The execution of this Agreement on the part of the Employer shall cover all operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreements supplemental hereto."

Section 2: "All such Supplemental Agreements are subject to and controlled by the terms of this Master Agreement and are sometimes referred to herein as Supplemental Agreements. All such Supplemental Agreements are to be clearly limited to the specific classifications of work as enumerated or described in each individual Supplement."

Southern Conference Supplemental Agreement:

Article 40, Section 3: "Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to a separate Agreement entered into between the Employer and the involved local Union.

Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the local city pickup and delivery Agreement between the Employer and a local Union affiliated with the I.B.T.C.W.&H. and except as specifically permitted herein."

Article 42, Section 2—Seniority: "Terminal seniority as measured by length of service at such terminal shall prevail except in those instances where a majority of employees of an Employer in the Southern Conference Area agree by vote to the contrary."

Article 42, Section 3: "When it becomes necessary to reduce the working force, the last employee hired shall be laid off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they are laid off."

National Master Freight Agreement and Southern Conference Area Local Freight Forwarding and Garage Supplemental Agreement for period of 4-1-70 through 6-30-73. **Garage Supplemental Agreement:**

Article 40, Section 2: "Employees covered by this Agreement shall be construed to be Lead Mechanic, Mechanic, Mechanic Helper, Partsman and Serviceman, or any other classification of work when used to defeat the purpose of this Agreement."

Article 46, Section 2: "Regular employees on layoff status shall have seniority over probationary and casual employees and shall be returned to regular payroll when eight man-hours per day are worked in any five out of seven days."

Article 55—Job Descriptions: **Mechanic, Class A**—"Mechanic with prior qualifications proving him capable of performing job assignments which may occur in the shop

operations." **Mechanic, Class B**—"Can perform all duties of Class A; however, his duties do not include rebuilding of major components, major body repair and painting and frame machine as a B Mechanic." **Serviceman, A**—"Lubricate equipment, check batteries, check or change tires, pump fuel, change or clean filters, adjust brakes, check and repair lights, wash equipment and other general check lane services." **Serviceman, A**—"Shall also perform hostling or switching work on the yard as may be assigned to them, except where this is a violation of the Southern Conference Local Freight Forwarding Pickup and Delivery Agreement." **Serviceman, B**—"Shall perform all of the duties as specified in A Class Garage Serviceman and shall be limited to the operation of moving equipment to and from the shop for maintenance. They may unhook a tractor for the purpose of moving it to the shop for maintenance or service. They will not be permitted to participate in any way in the dock or road operation."

Article 55, Section 14: "All wash, grease, and tiremen shall be included in the classification of Serviceman."

As previously stated, our answer to Interrogatory No. 1 is Yes for past collective bargaining agreements; however, under our current Agreement only, our answer could be no, based on the following exception.

Southern Conference Area Garage Supplemental Agreement for period of April 1, 1970 through June 30, 1973, Article 55, Section 14 provides:

"At any time jobs are posted under this Agreement, except as outlined below, only those employees in the classification may bid on a job position. One exception being that any employee that has previously qualified for a higher classification with the same Employer may bid on such higher classification at any time bids are posted, and the second exception is when at any time new jobs are put on

and posted and/or on layoff any employee has the right to bid and such bidding is subject to such employee having been qualified under the rules established by the "Qualification Committee."

To our knowledge, no Qualification Committee referred to above has been established. Should any individual qualify under the above exception, in my opinion our answer as to the present existing contract could be "No." To our knowledge the Company or the Local Union have not been approached regarding the above.

2. Does the Company interpret any provisions of any past or present collective bargaining agreement as prohibiting an employee from transferring from a non-over-the-road driving or checking job to an over-the-road driving job at T.I.M.E. and carrying with him his terminal seniority?

Answer: Yes.

If the answer to Interrogatory Number 2 is affirmative, set forth the name of the collective bargaining agreement or agreements and each article and section therein which so provides or so provided, and in addition thereto, state the historical background and reason for this article and section of the agreement or agreements covering this subject.

Answer: See answer to Interrogatory No. 1 above.

3. Does the Company interpret any provisions of any past or present collective bargaining agreement as establishing classification seniority in Nashville as opposed to terminal seniority?

Answer: Yes.

If the answer to Interrogatory Number 3 is affirmative, set forth the name of the collective bargaining agreement or agreements and each article and section therein which so provides or so provided, and in addition thereto, state the historical background and reason for this article and section of the agreement or agreements covering this subject.

Answer: See answer to Interrogatory No. 1 above.

4. Please set forth the duties performed by persons holding the following jobs which are or were filled by the defendant T.I.M.E.-Nashville:

A) Over-the-road driver

Answer: Over-the-Road Driver operates heavy duty over-the-road equipment in Interstate Commerce, including local peddle operations as specified in our Over-The-Road Supplemental Agreement.

B) City driver or pick-up man

Answer: City Driver or Pickup Man, Checker, and Switcher: Performs driving duties of local pickup and delivery equipment within a specified radius, including the operation of heavy duty equipment for the purpose of pickup and delivery including checking work on the dock and duties of switching equipment in and around the terminal yard, operating local pickup and delivery as well as heavy duty equipment in a given terminal as provided for in the Local Cartage Agreement.

C) Checker

Answer: See answer to Interrogatory 4 B) above.

D) Switcher

Answer: See answer to Interrogatory 4 B) above.

E) Class B Mechanic

Answer: Class B Mechanic can perform all duties of Class A; however, his duties do not include rebuilding of major components, major body repair and painting, and frame machine.

F) Class A mechanic

Answer: Class A Mechanic. a mechanic with prior qualifications proving him capable of performing job assignments which may occur in shop operations and must be qualified to perform this work without direct supervision.

G) Serviceman

Answer: Serviceman—an employee who is not skilled and who assists A and B Mechanics, Body and Fender Repairmen in the performance of their work plus performs the work of washing, greasing, tire-changing, fueling, including the movement of equipment for maintenance purposes.

H) Tireman

Answer: See answer to Interrogatory 4 G) above.

I) Body Shop man

Answer: Body Shop Man—An employee who is skilled in the repairing, straightening, and refinishing of the body and fenders of motor equipment and/or including general body repair to over-the-road trailer equipment and local pickup and delivery body and fender work.

J) Parts man

Answer: Partsman—The duties of the Partsman shall be to issue parts upon request from the mechanics and to keep records of all parts so issued, stock and keep a record of all parts coming in, and shall be able to maintain a perpetual inventory of all parts, including other assigned terminal duties.

5. State what qualifications are necessary and/or required by T.I.M.E.-Nashville before an individual can be employed in each of the positions set forth in Interrogatory Number 4.

Answer: All classifications of employees mentioned are subject to the following qualifications:

(1) Meet insurance company blanket bonding requirements, (2) Be free from an undesirable history of compensable job-connected injuries or personal injuries or illnesses which would reasonably affect his ability to perform the job, (3) Must be free from an undesirable conviction record.

City Driver or Pickup and Delivery, Checker, and Switcher: Must meet standards as provided under Part 391 of the "Motor Carrier Safety Regulations," set forth by the U. S. Department of Transportation, Federal Highway Administration.

City Driver: In addition to the above, must be acquainted with the commercial zone of the city in which he is applying.

Class B Mechanic: Must be skilled, have a thorough knowledge of the principals of automotive mechanics and be able to perform the following duties with supervision: Maintenance, repair, welding, assembling and disassembling of automotive truck motors, accessories, vans, trailers, including all parts thereof, and prior experience.

Class A Mechanic: Must be skilled and have a thorough knowledge of the principals of automotive mechanics and be able to perform without supervision the following duties: The maintenance, repair, welding, assembling and disassembling of automobile and truck motors, accessories, chassis, trailers and vans, trailers, including all of the parts thereof, and prior experience in this type of work.

Servicemen and Tiremen: An employee who is not skilled and who assists A and B Mechanics in the performance of their work and performs such duties as washing,

greasing, tire-changing, fueling, etc. Must have prior experience.

Body Shop Man: Generally the same as Class A Mechanic, which includes prior experience and able to perform duties without supervision.

Partsman: The duties of Partsman shall be to issue parts upon requests from Mechanics, keep a record of all parts used, also stock and keep a record of all parts coming in and shall be able to maintain a perpetual inventory of all parts on hand, including other designated duties.

6. State and describe any tests that are administered by T.I.M.E.-Nashville as a prerequisite to employment in any of the positions set forth in Interrogatory Number 4.

For each such test given, state whether the test has been validated, that is, whether it has been determined that a person's score on the test will predict his performance on the job for which he is tested.

If any such tests have been validated, state the name and address of the person or firm who conducted the validation study, the date the validation study was conducted and the results of the validation study.

Answer: Examinations and tests for Classes A, B, C and D are set forth in Sub Part D, 391.31, 391.35 and Sub Part E, 391.41 of the aforementioned "Motor Carrier Safety Regulations." Successful completion is required as a prerequisite to employment on the "Road Test" and the "Physical Examination."

7. State the number of casuals by race and national origin who were employed by T.I.M.E.-Nashville in each job classification set forth in Interrogatory Number 4 during the calendar

year 1970. Set forth the name and address of each minority casual hired in 1970.

Answer:

A—63 American Caucasians; 1 American Negro

B, C, & D—54 American Caucasians; 1 American Negro

E—None

F—5 American Caucasians

G—None

H, I & J—None

No minority Casuals were hired.

8. State the number of new hires by race and national origin in each job position set out in Interrogatory Number 4 in each calendar year since 1967. Set forth the name, address and job in which hired of each minority hired in each calendar year since 1967.

Answer:

	1967	**1968**	**1969**	**1970**
A	None	None	None	None
B, C, & D	None	None	2 Amer. Caucas. 1 Amer. Negro	None
E	None	2 Amer. Negro	3 Amer. Caucas. 1 Amer. Negro	None
F	None	1 Amer. Caucas.	None	3 Amer. Caucas.
G	None	1 Amer. Caucas 2 Amer. Negro	1 Amer. Negro	None
H	None	None	None	None
I	None	None	None	None
J	None	None	None	None

9. Since 1965, have any minority group applicants been rejected or not considered for the job classifications described in Interrogatory Number 4? If the answer is yes, please list their names, addresses, dates of application, and the reasons for their being rejected or not considered.

Answer:

A—No

B, C, & D—No

E—Yes. George William Clark, 718 Minor St., Murfreesboro, Tenn.

Date of Application: 4/5/69

Given trial and discontinued due to inability to perform work and lack of interest for learning. Roy C. McReynolds, 1806 Beech Ave., Nashville, Tenn.

Date of Application: 11/23/68

Given trial and discontinued because he would not follow instructions, did not come to work on time and unsatisfactory production.

F—No

G—No

H—No

I—No

J—No

10. State whether T.I.M.E.-Nashville has ever hired a Negro line driver. If the answer is yes, list his name, address, phone number, initial hiring date, and current employment status.

Answer: No.

11. State whether T.I.M.E.-Nashville has ever hired a Negro city driver. If the answer is yes, list his name, address, phone number, initial hiring date, and current employment status.

Answer: No.

12. State whether T.I.M.E.-Nashville has ever hired a Negro dock worker, hostler or switcher. If the answer is yes, list for each job classification his name, address, phone number, initial hiring date, and current employment status.

Answer: Yes.

Checker: William Tom Fields, 279 North 8th St.,
Nashville, Tennessee
Phone No. 262-3814
Initial Hiring Date. 9/1/69
Resigned: 2/28/70

Six (6) Servicemen are bid as Switchers:

1. Charlie Collier, 1303 Caldwell Ave., Nashville, Tenn.
   Phone No. 292-0283
   Initial Hiring Date: 8/21/42
   Regular Switcher

2. Sam Gordon, 1006 Paris Ave., Nashville, Tenn.
   Phone No. 292-5494
   Initial Employment Date: 9/12/47

3. Albert Bender, 921 Battlefield Dr., Nashville, Tenn.
   Phone No. 297-8379
   Initial Hiring Date: 3/21/50
   Regular Switcher

4. James A. Keeling, 2411 Underwood St., Nashville, Tenn.
   Phone No. 242-5884
   Initial Hiring Date: 3/4/52
   Regular Switcher

5. John E. Buchanan, 316 Hancock St., Nashville, Tenn.
   Phone No. 228-6716
   Initial Hiring Date: 7/9/53
   Regular Switcher

6. Thomas R. Johnson, Route 1, Sunset Road, Brentwood, Tenn.
   Phone No. 795-2337
   Initial Hiring Date: 5/12/52
   Regular Switcher

13. State whether T.I.M.E.-Nashville has ever hired a Negro mechanic. If the answer is yes, list his name, address, phone number, initial hiring date, and current employment status.

Answer: Yes.

1. Harold E. Cole, 2431 Underwood St., Nashville
   Phone No. 254-6234
   Initial Hiring Date: 4/15/68
   Terminated 7/12/70 for being under the influence of alcoholic beverage while on duty and refusal to submit to examination.

2. Bob W. Washington, 4021 Kings Circle, Nashville, Tenn.
   Phone No. 242-0968
   Initial Hiring Date: 11/26/68
   Regular Grade "A" Mechanic

3. Roy C. McReynolds, 1806 Beech Ave., Nashville, Tenn.
   Phone No. 297-1235
   Initial Hiring Date: 1/6/69
   Terminated 1/20/69 because of unsatisfactory performance

4. Charles E. Dunn, 415—21st Ave., Springfield, Tenn.
   Phone No. 384-7929
   Initial Hiring Date: 3/10/69
   Regular Grade "A" Mechanic

5. George William Clark, 719 Minor St., Murfreesboro, Tenn.
   Phone No. 896-2876
   Initial Hiring Date: 5/9/69
   Terminated 6/5/69 because of unsatisfactory performance and lack of interest.

14. State whether T.I.M.E.-Nashville has ever hired a Negro office worker, supervisor or manager. If the answer is yes, list his or her name, address, phone number, initial hiring date and current employment status.

Answer: Yes.

1. Gloria Barbee, 730-26th Ave., North, Nashville, Tenn.
   Phone No. 292-6235
   Initial Hiring Date: 3/10/69
   Resigned: 11/7/69

15. State whether T.I.M.E.-Nashville has hired any city drivers that were not previously employed by T.I.M.E. on the dock. If the answer is yes, please list his name, address, phone number, initial hiring date, race or national origin, and current employment status.

Answer: No.

16. State the name, address, race or national origin, initial hiring date and classification seniority date of all city drivers working for T.I.M.E.-Nashville.

Answer:

Name	Address	Race	Initial Hiring Date	Class. Hiring Date
Albert S. Burnett	5024 Regent Dr. Nashville, Tennessee 37220	White	10-18-51	10-18-51
Thomas R. Burns	Nonaville Rd., Rt. 1 Juliet, Tennessee 37112	"	3-06-51	3-06-51
James H. Carney	3220 Avenall Dr. Nashville, Tennessee 37216	"	9-12-49	9-12-49
Johnny A. Coleman	212 Imperial Dr. Nashville, Tennessee 37211	"	9-14-51	9-14-51
Ollie W. Cunningham	408 Holston Dr. Smyrna, Tennessee 37167	"	9-27-51	9-27-51
Roy L. Davison	517 Drake Ave. Nashville, Tennessee 37211	"	4-23-46	4-23-46
Harold G. Dixon	Rt. 4, Box 100-B Nashville, Tennessee 37211	"	8-25-52	8-25-52
Charles E. Donnelly	416 McDonald Dr. Nashville, Tennessee 37217	"	10-21-49	10-21-49
Paul E. Etheridge	901 Denson Ave. Madison, Tennessee 37115	"	8-06-48	8-06-48
William L. Gannon	Rt. 2 Murfreesboro, Tennessee 37130	"	5-01-50	5-01-50
Roy E. Gifford	Rt. 1, Box 81 Hilham, Tennessee 38568	"	8-12-49	8-12-49
Clyde C. Hill	Rt. 1 Antioch, Tennessee 37013	"	6-20-47	6-20-47
James W. Hilliard	3923 East Ridge Dr. Nashville, Tennessee 37211	"	3-26-51	3-26-51

Name	Address	Race	Initial Hiring Date	Class. Hiring Date
Clarence Hinkle, Jr.	Rt. (Illegible) Donald Dr. (Illegible) Tennessee 37135	"	10-19-51	10-19-51
Albert F. Horton	130 Meridian Court Nashville, Tennessee 37207	"	2-01-41	2-01-41
Jesse A. Horton	Chestnut Mound, Tennessee 38552	"	8-24-53	8-24-53
Cordell Hunter	349 Rose St. Nashville, Tennessee 37211	"	8-20-50	8-20-50
Gerald V. Kittrell	1117 Meridian St. Nashville, Tennessee 37207	"	1-11-51	1-11-51
Ed K. Oakley	224 Dellrose Dr. Nashville, Tennessee 37214	"	7-02-52	7-02-52
James W. Oldham	2248 Craigmeade Circle Nashville, Tennessee 37214	"	7-08-52	7-08-52
Ruben A. Robinson	444 Lanier Dr. Madison, Tennessee 37115	"	1-12-52	1-12-52
Thomas M. Still	Rt. 1 Antioch, Tennessee 37013	"	9-06-49	9-06-49
James D. Strickland	Dry Creek Road, Rt. 4 Goodlettsville, Tennessee 37072	"	8-23-50	8-23-50
Charles A. Sloan	Rt. 1, Shell Rd. Goodlettsville, Tennessee 37072	"	7-24-50	7-24-50
Howard P. Vernon	214 Chamberlain St. Nashville, Tennessee 37209	"	4-21-52	4-21-52
Johnnie C. Wolfe	473 Debra Dr. Antioch, Tennessee 37013	"	7-15-53	7-15-53

17. State the name of every Negro employee of T.I.M.E.-Nashville who has ever applied for a job other than serviceman, the dates of their application and the jobs they applied for.

Answer: 1. Henry L. Davis asked for trial as Mechanic in 1967 (exact date unknown).

2. Raymond Rucker asked to be allowed to bid on "Partsman" job in June, 1966.

3. Joe Bradley, III, asked for "Partsman" job in June, 1966.

4. James Keeling asked for "Partsman" job in June of 1966.

18. Have any Negroes employed as servicemen applied and/or been considered for promotion or transfer to mechanic, dock, clerical or driver positions? If the answer is yes, please list their names, the dates of their application or the dates the vacancies arose for which they would have been considered for promotion or transfer. If any of these incumbents have been denied promotion or transfer to these positions, please state the reasons for denial.

Answer: Employees listed in Interrogatory No. 17 are servicemen and apply to Interrogatory No. 18. All were declined due to lack of background and experience which would apply to the jobs they requested.

19. State the Company's job assignment policy for incumbents in the serviceman job classification. Are incumbents rotated among the various job duties in that classification on a weekly basis?

Answer: All servicemen select hours and departments by bidding according to seniority. Once hours and departments are selected, each man in the department is subject to all work within the department. They are not rotated on a weekly basis.

20. Have any servicemen on lay-off status been re-called for regular or part-time work in any other job classification? If the answer is yes, please list their names, addresses, phone numbers, the dates of re-call and the job classifications to which re-called.

Answer: No.

21. Set forth the number of summer and/or temporary employees by job, race and national origin employed by T.I.M.E.-Nashville in the calendar years 1967, 1968, 1969 and 1970.

Answer: Casual and part-time employees working as replacements due to vacations and absentees:

	1967	1968
Road Drivers	None	None
Checkers &	71 American Caucasian	90 American Caucasian
City Drivers	7 American Negro	2 American Negro
Class "A" Mechanics	None	None
Class "B" Mechanics	None	1 American Caucasian
Servicemen	2 American Negro	2 American Caucasian 1 American Negro
Partsmen	2 American Caucasian	1 American Caucasian
	1969	**1970**
Road Drivers	61 American Caucasian 2 American Negro	63 American Caucasian 1 American Negro
Checkers & City Pickup Drivers	87 American Caucasian 2 American Negro	54 American Caucasian 1 American Negro
Class "A" Mechanics	1 American Caucasian 2 American Negro	None
Class "B" Mechanics	1 American Caucasian 2 American Negro	None
Servicemen	2 American Caucasian	None
Partsmen	None	None

22. State the employment statistics by race and national origin for the job classification "serviceman" at T.I.M.E.-Nashville on or about July 1, 1965.

Answer:

23 American Negro Servicemen

5 American Caucasian Servicemen

23. State the employment statistics by race and national origin and job position at T.I.M.E.-Nashville at the time of the filing of the complaint in this suit.

Answer:

Supervisors: 31 American Caucasian

Office Clerks: 24 American Caucasian

Line Drivers: 92 American Caucasian

Checkers & City
Pickup Drivers: 118 American Caucasian

Class "A" Mechanics: 32 American Caucasian

Class "B" Mechanics: 1 American Negro

Servicemen: 9 American Caucasian; 19 American Negro

Partsmen: 3 American Caucasian

24. State whether T.I.M.E.-Nashville maintained segregated locker and lunch room facilities in 1965, 1966 and 1967.

Answer: Segregated locker and lunch room facilities were maintained in 1965 and 1966. Integrated facilities were maintained in 1967 and since. Segregated facilities were abolished December 22, 1966.

T.I.M.E.-DC, INC.
By: JAMES A. PRATT
Director of Labor Relations and Personnel

(Jurat and affidavit of service omitted in printing)

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

Nos. CA. 5-868 and CA. 5-897 (Consolidated)

C. **Pre-Trial Order**

Pursuant to the Pre-Trial Notice and Order of this Court dated July 6, 1971, as amended by subsequent Orders, the parties to this action submit their proposed pre-trial order.

1. **Any Questions, Jurisdictional or Otherwise, Which Are Raised by Pending Motions.**

There are no questions, jurisdictional or otherwise, which are raised by pending motions in Civil Action No. 5-868, other than the question of whether there are indispensable or necessary parties who have not been joined, which is partially saved until trial by the order of the Court entered January 20, 1972.

In Civil Action No. 5-897, there is pending a motion to dismiss filed by Local 480 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, which motion was reserved until the trial of the case by order of District Judge L. Clure Morton of the District Court for the Middle District of Tennessee, Nashville Division, on January 13, 1971, prior to the consolidation of the present two cases before this Court.

2. **A Concise Summary of the Claims and Defenses of Each Party.**

A. **Plaintiff's Case** (Civil Action No. 5-868).

Plaintiff is alleging that:

1. The defendant T.I.M.E. D.C. has followed a policy and practice of discrimination in employment against blacks and Spanish-surnamed persons by

(a) Refusing to recruit, hire, transfer and promote black and Spanish-surnamed persons on an equal basis with whites.

(b) Assigning blacks and Spanish-surnamed persons to lower paying, less desirable job classifications while reserving the higher paying, more desirable classifications for whites.

(c) Refusing to employ black and Spanish-surnamed persons as casuals (non-regular) employees on the same basis as whites.

(d) Refusing to promote or transfer black and Spanish-surnamed employees, or to provide an opportunity for such employees to transfer, to road driver, mechanic and managerial jobs on the same basis it has promoted, transferred and provided the opportunity to transfer for white employees to these jobs.

(e) Maintaining a system of promotions and transfers which perpetuates the effects of the company's past discrimination against black and Spanish-surnamed persons.

2. The defendant Teamsters, by itself and through designated sectional conferences and affiliated local unions, is a party to collective bargaining agreements with T.I.M.E. D.C. which prevent or tend to prevent black and Spanish-surnamed employees from transferring from the lower paying, less desirable job classifications to the higher paying more desirable job classifications, and thus perpetuate the effects of discrimination against black and Spanish-surnamed employees of the company.

3. The defendant T.I.M.E. D.C. has failed to take adequate affirmative steps to correct the continuing effects of its prior discriminatory practices.

4. The defendant Teamsters has failed to agree to modifications of its collective bargaining agreements necessary to prevent the perpetuation of T.I.M.E. D.C.'s discriminatory practices.

5. The acts and practices of the defendant T.I.M.E.-D.C. and the defendant Teamsters constitute a pattern or practice of resistance to the full enjoyment of the right of black and Spanish-surnamed persons to equal employment opportunities. This pattern or practice is of such nature and is intended to deny the full exercise of the rights secured by Section 703(a) and (c) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(c).

B. **Defendant's (T.I.M.E.-D.C., Inc.) Case (Civil Action No. 5-868).**

1. Defendant has not followed and does not follow either a practice or policy of discrimination in employment against blacks and Spanish-surnamed persons in recruitment, hiring, transfer, promotion, discharge, or job assignments, nor in hiring of casuals.

2. Defendant T.I.M.E.-D.C., Inc. has taken reasonably adequate affirmative steps to correct any alleged prior discriminatory practices of predecessor companies, commensurate with the availability of job openings and qualified minority applicants.

3. The acts, policies, and practices of Defendant T.I.M.E.-D.C., Inc. constitute neither a pattern nor practice of discrimination as prescribed by Sections 703 and 707 of the Civil Rights Act of 1964.

4. Plaintiff fails to state a cause of action as to Defendant T.I.M.E.-D.C., Inc.

5. The Plaintiff has failed to join necessary and/or indispensable parties needed for just adjudication of the issues within the meaning of Rule 19 F.R.C.P.

6. The Court lacks jurisdiction to act upon the suit of the Attorney General in the absence and showing of an overall pattern and practice of discrimination; and isolated practices in isolated locales do not constitute such pattern and practice.

7. The failure to exhaust administrative and contractual remedies bars the relief sought herein.

8. The allegations of Plaintiff are based in part upon evidence that is inadmissible under the rules of evidence and under the pre-trial order of February 25, 1971 herein.

9. The allegations of Plaintiff are based on claims that predate the said Civil Rights Act of July 2, 1965.

10. The allegations of Plaintiff are based upon alleged acts of precedessors that were beyond the control of Defendant T.I.M.E.-D.C., Inc.

11. The allegations of Plaintiff are based upon irrelevant statistical data that does not properly reflect (1) the varying skills needed in certain job categories nor (2) the relative decrease in available jobs due to reductions in force resulting from numerous mergers, changes of operations which resulted in transfers of employees between terminals of Defendant T.I.M.E.-D.C., Inc. and improved motor vehicle equipment and improved highways.

12. The allegations of Plaintiff are based on the existence of certain collective bargaining agreements the negotiations of which were not under Defendant T.I.M.E.-D.C., Inc.'s direct control.

13. The collective bargaining agreements to which Defendant T.I.M.E.-D.C., Inc. is a party do not contain seniority provisions that were designed to affect, nor do affect, any minority person differently than any white person.

14. The hiring and promotion policies of Defendant T.I.M.E.-D.C., Inc. have been and are based upon utilizing the best-qualified person for a particular job, and minority applicants, where not the successful applicants, have either been not qualified or not the best qualified for a particular job.

15. The allegations of Plaintiff are based upon statistical data that fails to properly reflect the effect of demographic and socio-economic factors which negates the accuracy of such data as a measure of minority persons available for employment in locations where T...M.E.-D.C. operates facilities.

C. **Defendants the International Brotherhood of Chauffeurs, Warehousemen and Helpers of America and the International Association of Machinists and Aerospace Workers, AFL-CIO's Case Civil Action No. 5-868.**

1. The Complaint fails to assert a claim against these defendants.

2. The Plaintiff has failed to join necessary parties needed for just adjudication within the meaning of Rule 19 F.R.C.P.

3. The failure to utilize or exhaust available administrative or contractual remedies bars this action.

4. The Court lacks jurisdiction to act upon the suit of the Attorney General in the absence and showing of an overall pattern and practice of discrimination; and isolated practices in isolated locales do not constitute such a pattern and practice.

5. The separate bargaining units and seniority lists within each such unit are lawfully established without regard to race.

6. The collective bargaining agreements have been and are enforced without regard to race.

7. General denial.

A. **Plaintiff's Case (Civil Action No. 5-897)**

1. The defendant T.I.M.E. D.C. (as successor to defendant T.I.M.E. Freight, Inc.) has followed a policy and practice of discrimination in employment against blacks at its Nashville, Tennessee terminal by

a. Maintaining departments and job classifications exclusively for whites and failing and refusing to hire blacks for these departments and job classifications.

b. Assigning black employees only to the lower paying, less desirable job of maintenance shop serviceman, and denying them compensation and promotion opportunities available to white employees.

c. Creating and maintaining by collective bargaining agreements, in conjunction with defendant Local 480 of the Teamsters, seniority systems which deny compensation and promotion opportunities to black employees which are available to white employees.

d. Failing to take adequate steps to correct the effects of its discriminatory policies and practices.

2. The defendant Local 480 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America has followed a policy and practice of discrimination in employment against blacks because of their race by

d. Creating and maintaining by collective bargaining agreements, in conjunction with defendant T.I.M.E. D.C., seniority systems which deny compensation and promotion opportunities to black employees at T.I.M.E. D.C.'s Nashville terminal which are available to white employees.

e. Failing to take adequate steps to correct the effects of its discriminatory policies and practices.

3. The acts and practices of the defendant T.I.M.E. D.C. and the defendant Local 480, Teamsters, constitute a pattern

or practice of resistance to the full enjoyment of the right of black persons to equal employment opportunities. This pattern or practice is of such nature and is intended to deny the full exercise of the rights secured by Section 703(a) and (c) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a) (c).

B. **Defendant T.I.M.E. D.C. Inc.'s Case Civil Action No. 5-897**

Defendant T.I.M.E. D.C., Inc. adopts the same defenses in statement of Plaintiffs as in Civil Action No. 5-868.

C. **Defendant Local 480 of The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America's Case Civil Action No. 5-897**

Defendant Local 480 asserts the same defenses which the other defendant unions assert in Civil Action No. 5-868, except there is no claim of absences of necessary parties.

3. **Itemized List of All Stipulations and Admissions of Fact Which Have Been Agreed Upon by the Parties.**

1. These are actions (now consolidated) brought by the Attorney General in the name of the United States seeking relief for alleged violations of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*

2. This Court has jurisdiction under 28 U.S.C. 1345 and under Section 707(b) of the Civil Rights Act of 1964 42 U.S.C. 2000e-6(b), except the defendants challenge this Court's jurisdiction unless a pattern or practice of discrimination is first shown.

3. The defendant T.I.M.E. D.C., Inc. is a Delaware corporation with corporate offices in Lubbock, Texas, which offers serv-

ices to the general public as a common motor carrier of general commodities operating in interstate commerce, along the routes and between the terminals and relay stations as shown on the operational map attached hereto as Appendix A.

4. The defendant T.I.M.E. D.C., Inc. is an employer and is engaged in an industry affecting commerce within the meaning of Section 701(b) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(b).

5. The defendant International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the Teamsters) is an unincoporated association doing business as a labor organization in this district.

6. Certain local unions chartered by the Teamsters are parties to collective bargaining agreements with T.I.M.E. D.C., Inc., and T.I.M.E. D.C. is party to certain National and Supplemental agreements with certain negotiating committees and local unions affiliated with the Teamsters, all as shown on attached Appendix B.

7. The defendant Teamsters is a labor organization within the meaning of Section 701(d) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(d).

8. The defendant International Association of Machinists and Aerospace Workers, AFL-CIO (hereafter referred to as the Machinists) is an unincorporated association doing business as a labor organization in this district.

9. The defendant Machinists, by itself and affiliated local and district lodges, is a party to collective bargaining agreements with defendant T.I.M.E. D.C., Inc.

10. The defendant Machinists is a labor organization within the meaning of Section 701(d) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(d).

11. Defendant Local 480 is an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and is an unincorporated association with its principal office located in Nashville, Tennessee. It is the exclusive bargaining representative for separate bargaining units of employees of the defendant T.I.M.E. D.C., Inc. at its Nashville facility, as set forth in Appendix B hereto.

12. Defendant Local 480 is a labor organization within the meaning of Section 701(d) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-(d).

13. Defendant T.I.M.E. D.C., Inc. presently operates in 26 states and three Canadian provinces, has 51 terminals, three offline sales offices, four relay stations and one general office, as shown on Appendix C, attached. As of March 31, 1971, T.I.M.E. D.C. had 6472 employees. This includes employees in the following status: regular-active, leave of absence (personal illness), laidoff, leave of absence (industrial injury) and leave of absence (personal reasons). Of these employees, 314 were black and 257 were Spanish-surnamed Americans.

14. As of March 31, 1971, there were 134 different job categories at T.I.M.E. D.C. These job categories, the total employees in each category, and the total employees in each category by race and national origin are as follows:

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
Apprentice Mechanic	4	3		1		
City Drivers						
City Heavy Duty Dr.	419	362	22	32	1	2
City Pud Dr.	874	755	57	56	5	1
Dockmen						
Dockmen	1135	932	107	85	7	4
Swamper	1	1				

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
Foremen						
Dock Foreman	146	142	2	2		
Shop Foreman	26	26				
Tire Foreman	1	1				
Working Foreman—Dock	23	22		1		
Working Foreman—Shop	42	39	1	1	1	
Guard	2	2				
Hostler	117	102	9	5	1	
Janitor						
Janitor—Shop	2		2			
Janitor—Terminal	26	11	12	3		
Line Driver	1828	1802	8	5	12	1
Mechanic	325	297	11	12	5	
Mechanic Helper	11	9			2	
Office						
Billing Clerk	76	66	1	4		5
Cashier—Terminal	58	55		2		1
Cashier—LGO	1	1				
City Dispatcher—Hourly	7	6		1		
Claims Clerk	9	8		1		
Claims Investigator	6	6				
Claims Prevention Clerk	1	1				
Claims Prevention	3	3				
Collections Clerk	2	2				
Computer Opr.	9	9				
Confidential Sec'y	19	19				
Credit Union Clerk	2	2				
Data Control Clerk	5	4		1		
Executive Sec'y	3	3				

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
General Acctg. Clerk	8	8				
Internal Auditor	1	1				
Keypunch Operator	15	15				
Keypunch Opr.—Revenue	9	9				
Licensing Clerk	2	2				
Line Dispatcher—Hourly	5	5				
Maint. Clerk	7	7				
Market Analyst	1		1			
Nat'l Accounts Repr.	2	2				
OS&D & Trace Clerk	103	100	1	2		
Payroll Clerk	4	4				
Personnel Clerk	2	2				
Personnel Sec'y	1	1				
Purchasing Agent	7	7				
Purchasing Clerk	3	3				
Rate Analyst	2	2				
Rate Auditor	8	8				
Rate Clerk	88	81		6		1
Research Analyst	2	2				
Revenue Accountant	1	1				
Revenue Acctg. Clerk	13	10	2	1		
Revenue Acctg. Clerk (Terminal)	66	62	3	1		
Safety Clerk	3	3				
Sales Clerk—Terminal	5	5				
Sales Clerk—LGO	1	1				
Salvage House Clerk	5	3	1	1		
Services Clerk	14	12	1	1		
Service Controller	12	11		1		
Service Control Clerk	5	5				
Shop Clerk—Terminal	10	10				
Systems Analyst	3	3				
Systems Programmer	9	8				1

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
Tax Clerk	3	3				
Terminal Opr. & Serv. Clerk	171	164	2	4		1
Traffic Clerk	7	6	1			
Treasurer's Clerk	2	2				
Printer & Maint. Eng.	4	3	1			
Salesmen						
Traffic Repr.	126	124		2		
Shopmen						
Partsmen	29	26	2	1		
Servicemen	156	80	57	19		
Tiremen	23	12	8	2	1	
Supervisors						
Adm. Asst.—Sales & Marketing	1	1				
Asst. Controller	1	1				
Asst. Keypunch Supervisor	1	1				
Asst. Mgr. of Claims	1	1				
Asst. Office Mgr.	5	5				
Asst. Shop Supt.	1	1				
Asst. Terminal Mgr.	6	5		1		
Asst. Traffic Mgr.	5	5				
Chairman of the Board	1	1				
City Dr. Supervisor	1	1				
Collections Supervisor	1	1				
Controller	1	1				
Credit Union Supervisor	1	1				
Data Control Supervisor	1	1				
Director of Claims	1	1				
Dir. of Data Processing	1	1				
Dir. of Operations—Region	3	3				
Dir. of Pers. & Labor Relations	1	1				

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
Director of Sales—Region	3	3				
Director of Traffic	1	1				
Director of Trans.	1	1				
District Sales Mgr.	23	23				
Keypunch Supervisor	1	1				
Labor Relations Supv.	1	1				
Line Driver Supervisor	63	61	1	1		
Manager—Claims	1	1				
Mgr.—Claims Prevention	1	1				
Mgr.—Gov't Traffic	2	2				
Mgr.—Internat'l Sales	1	1				
Mgr. of Labor	1	1				
Mgr. of Licensing	1	1				
Mgr.—Maint. Control	1	1				
Mgr.—Nat'l Accounts	1	1				
Mgr.—Purchasing & Services	1	1				
Mgr.—Real Estate	1	1				
Mgr.—Research & Engr.	1	1				
Mgr.—Safety	1	1				
Mgr.—Salvage House	1	1				
Mgr.—Service Control	1	1				
Mgr.—Systems & Progm.	1	1				
Office Manager	29	29				
Payroll Supervisor	1	1				
Personnel Manager	1	1				
President	2	2				
Regional Traffic Mgr.	4	4				
Relay Manager	1	1				
Revenue Acctg. Supv.	1	1				
Safety Supv.	8	7				1
Sec'y—Corporate	1	1				
Senior Safety Supv.	1	1				
Senior Supervisor	5	5				

Job Category	Total	White	Negro	SSA	Am. Ind.	Oriental
Shop Superintendent	13	13				
Supervisor Trainee	3	3				
Terminal Manager	48	48				
Terminal Opr. Mgr.	30	29			1	
Treasurer	1	1				
Vice-President	1	1				
Vice-Pres. Maint. & Property	1	1				
Vice-Pres. Region	3	3				
Vice-Pres. Traffic	1	1				
Unidentified Positions						
No. 215	1	1				
No. 257	1		1			
Total	6472	5847	314	257	37	17

15. If a regularly employed employee not on layoff moves to a job covered by one collective bargaining agreement from a job covered by another collective bargaining agreement at one of T.I.M.E. D.C.'s terminals, it is the uniform policy and practice, in every known instance, that such employee establishes his seniority for purposes of bidding and layoff in the job he transfers to as of the date of the transfer and gives up such seniority for purposes of bidding and layoff in his old job as of that date; however, he maintains his company seniority for purposes of fringe benefits, such as vacation rights. Certain pension benefits and health and welfare benefits provided by specific collective bargaining agreements differ from those provided by other collective bargaining agreements. Accordingly, when employees change from one job to another and also transfer from one labor organization to another, such transfer may result in the forfeiture or material change in the employee pension and health and welfare benefits. These policies and practices apply to all employees regardless of race.

16. All employees of the company represented by affiliates of the Teamsters or the Machinists, regardless of race, receive the wages, hours and working conditions of employment as provided in the collective bargaining agreements listed in Appendix B.

17. The government does not allege and there is no affirmative evidence that the bargaining units were established for the purpose of discriminating on the basis of race or national origin.

18. The provisions of modified system seniority as provided in the Southern Conference Area Over-the-Road Supplemental Agreement are as follows:

a. The Employer will prepare a seniority roster for all Road Drivers who have seniority under the Road Agreement showing the drivers' full company seniority.

b. Drivers will use company seniority for all purposes at home terminal, but may only move to a foreign terminal when laid off due to reduction in force at home terminal, or at the closing of a domicile point, or in the event of a new point of domicile or as approved by Change of Operation Committee.

c. When a driver has been laid off, he will have a thirty (30) day period in which to exercise his seniority at some other terminal at his option.

d. A driver wishing to exercise his seniority due to layoff, will give advance notice to the terminal manager of the other station; which notice shall be posted on the bulletin board for a forty-eight (48) hour period before a bump is effective.

e. Drivers who have been laid off from their original point of domicile and who have exercised their seniority at some other terminal shall be offered an opportunity to return to that point before new employees are hired.

f. Drivers on lay-off who have not exercised their seniority at some other terminal shall be recalled for work in accordance with the Road Agreement. However, if recall is to a foreign terminal he will have the option of turning down the recall and thereafter, he will be entitled to recall at his home terminal only.

g. Any employees of a company who under the terms of the 1970-73 Contract have voted to have Southern Conference Modified Seniority who did not already have Southern Conference Modified Seniority, and who are on lay-off and who have not had an opportunity to exercise their seniority into the other area will have a thirty (30) day period from the date of the adoption of these rules in which to exercise their seniority over any junior employee in the other area. The thirty (30) day period shall commence September 21, 1970.

h. An employer shall not lay off an employee if the employee averages $150.00 per week for thirty (30) days except as provided in Article 5, Section 4 of the National Master etc. contract, or for a provable economic lay-off.

19. The parties are unaware of any grievances filed against T.I.M.E. D.C., Inc. or any local of the International Brotherhood of Teamsters or against the International Brotherhood of Teamsters itself under Article 38 of the National Master Contract between T.I.M.E. DC, Inc. and the local unions who are signatories to the contracts.

20. The parties agree that Appendix D, attached, contains authentic excerpts from the legislative history of Title VII and I of the Civil Rights Act of 1964.

United States Department of Justice
Washington, D.C. 20530

April 10, 1972

Robert D. Schuler, Esquire
Matheson, Bieneman, Veale
& Parr
Suite 1700
One Woodward Avenue
Detroit, Michigan 48226

Re: United States v. T.I.M.E. D.C., Inc., et al.,
Nos. 5-868, 5-897, N.D. Tex., Lubbock Div.

Dear Bob:

With respect to the appendix (pp. A-14-A-31) and other attachment (pp. 30-31) enclosed with your letter to us of March 24, 1972, we will stipulate that:

1. Pages A-14-A-27 of the appendix contain authentic and genuine excerpts from the "Legislative History of Titles VII and XI of the Civil Rights Act of 1964," which was prepared by the United States Equal Employment Opportunity Commission and printed by the United States Government Printing Office.

2. Pages A-28-A-31 of the appendix contain genuine and authentic excerpts from the Congressional Record not found in the legislative history compiled by the EEOC.

3. The quoted statement in the first full paragraph of page 30 of the attachment is an authentic and genuine statement from B.L.S. Report No. 394 (Departments of Commerce and Labor),

"The Social and Economic Status of Negroes in the United States, 1970", page 67.

4. The quoted statement in footnote 35 of page 30 of the attachment is an authentic and genuine statement from U.S. Department of Labor, Bulletin No. 1511, June 1966, "The Negroes in the United States," p. 43.

We will further stipulate that:

1. The "Appendix G. Minority Group Employment" table enclosed with this letter is an authentic and genuine table from 1968 Annual Report, United States Civil Service Commission, "Challenge and Change," p. 77.

2. The "Table Number 1-13 Department of Justice" table enclosed with this letter is an authentic and genuine table from U.S. Civil Service Commission, "Study of Minority Group Employment in the Federal Government 1967," p. 15.

Sincerely,

/s/ WILLIAM B. FENTON
Attorney
Employment Section

Enclosures (2)

cc: Mr. Frank M. Garrison
Mr. C. F. Hutchinson
Mr. L.N.D. Wells, Jr.

4. **Plaintiff's Itemized List of the Contested Ultimate Issues of Fact.**

(Civil Action No. 5-868)

1. Whether T.I.M.E. D.C. has followed a policy and practice of discrimination in employment against black and Spanish-surnamed persons.

2. Whether T.I.M.E. D.C. has refused to recruit, hire, transfer and promote black and Spanish-surnamed persons on an equal basis with whites.

3(a). Whether T.I.M.E. D.C. traditionally followed a policy or practice of hiring and assigning black and Spanish-surnamed persons only to lower paying, less desirable job classifications while reserving the higher paying, more desirable classifications for whites.

(b). Whether, if T.I.M.E. D.C. traditionally followed such a policy or practice of hiring and assignment, this policy or practice continued until the filing of the present action.

(c). Whether, if T.I.M.E. D.C. has followed a policy or practice of hiring and assigning black and Spanish-surnamed persons only to lower paying, less desirable job classifications while reserving the higher paying, more desirable classifications for whites, the seniority and transfer systems which have been in effect at the company have perpetuated the effects of this policy or practice.

4. Whether T.I.M.E. D.C. has refused to employ black and Spanish-surnamed persons as casuals (non-regular) employees on the same basis as whites.

5. Whether T.I.M.E. D.C. has refused to promte or transfer black and Spanish-surnamed employees, or to provide an opportunity for such employees to transfer, to road driver, mechanic and managerial jobs on the same basis it has promoted, transferred and provided the opportunity to transfer for white employees to these jobs.

6. Whether T.I.M.E. D.C. maintains a system of promotions and transfers which perpetuates the effects of the company's alleged past discrimination against black and Spanish-surnamed persons.

7. Whether the defendant Teamsters, by itself and through designated sectional conferences and affiliated local unions, is a party to collective bargaining agreements with T.I.M.E. D.C. which prevent or tend to prevent black and Spanish-surnamed employees from transferring from lower paying, less desirable job classifications to higher paying, more desirable job classifications, and thus perpetuate the effects of discrimination against black and Spanish-surnamed employees of the company.

8. Whether the defendant Machinists, by itself and through affiliated local and district lodges, is a party to collective bargaining agreements with T.I.M.E. D.C. which prevent or tend to prevent black and Spanish-surnamed employees from transferring from lower paying, less desirable job classifications to higher paying, more desirable job classifications, and thus perpetuate the effects of discrimination against black and Spanish-surnamed employees of the company.

9. Whether T.I.M.E. D.C. has failed to take adequate affirmative steps to correct the continuing effects of its alleged prior discriminatory practices.

10. Whether the Teamsters has failed to agree to modifications of its collective bargaining agreements necessary to prevent the perpetuation of T.I.M.E. D.C.'s alleged discriminatory employment practices.

11. Whether the Machinists has failed to agree to modifications of its collective bargaining agreements necessary to prevent the perpetuation of T.I.M.E. D.C.'s alleged discriminatory employment practices.

(Civil Action No. 5-897)

1. Whether T.I.M.E. D.C. has followed a policy and practice of discrimination in employment against blacks at its Nashville, Tennessee terminal.

2. Whether T.I.M.E. D.C. (Nashville) has traditionally maintained departments and job classifications exclusively for whites and failed and refused to hire blacks for these departments and job classifications.

3(a). Whether T.I.M.E. D.C. (Nashville) has traditionally followed a policy or practice of hiring and assigning black employees only to the lower paying, less desirable jobs of maintenance shop serviceman, and denied them compensation and promotion opportunities available to white employees.

(b). Whether, if T.I.M.E. D.C. (Nashville) has traditionally followed a policy or practice of hiring and assigning black employees only to the job of maintenance shop serviceman, the seniority and transfer systems which have been in effect at the company have perpetuated the effects of this policy or practice.

4. Whether T.I.M.E. D.C. (Nashville) has created and maintained, in conjunction with Local 480 of the Teamsters, seniority systems which deny compensation and promotion opportunities to black employees which are available to white employees.

5. Whether T.I.M.E. D.C. (Nashville) has failed to take adequate steps to correct the effects of its alleged discriminatory policies and practices.

6. Whether Local 480 of the Teamsters had followed a policy and practice of discrimination in employment against blacks employed at T.I.M.E. D.C.'s Nashville terminal.

7. Whether Local 480 has created and maintained by collective bargaining agreements, in conjunction with defendant T.I.M.E. D.C., seniority systems which deny compensation and promotion opportunities to black employees at T.I.M.E. D.C.'s Nashville terminal which are available to white employees.

8. Whether Local 480 has failed to take adequate steps to correct the effects of its alleged discriminatory policies and practices.

4. Itemized List of the Contested Ultimate Issues of Fact

(Civil Action No. 5-868)

Counter-Statement of Contested Ultimate Issues of Fact
By Defendant T.I.M.E.-DC., Inc.

1. Whether Defendant has followed a policy and practice of discrimination in employment against blacks and Spanish-surnamed persons in recruitment, hiring, transfer, promotion, discharge, job assignments or in hiring of casuals.

2. Whether Defendant T.I.M.E.-DC, Inc. has taken reasonably adequate affirmative steps to correct any alleged prior discriminatory practices of predecessor companies, commensurate with the availability of job openings and qualified minority applicants.

3. Whether the allegations of Plaintiff are based in whole or part on claims that pre-date the effective date of the Civil Rights Act of July 2, 1965.

4. Whether the allegations of Plaintiff are based upon alleged acts of predecessors that were beyond the control of Defendant T.I.M.E.-DC, Inc.

5. Whether the allegations of Plaintiff are based upon statistical data that fails to properly reflect the varying skills needed in certain job categories or the relative decrease in available jobs at T.I.M.E.-DC, Inc. due to reductions in force resulting from numerous mergers, changes of operations which result in transfers of employees between terminals of Defendant T.I.M.E.-DC, Inc., and improved motor vehicle equipment and improved highways.

6. Whether the allegations of Plaintiff are based on the existence of certain collective bargaining agreements, the negotiation of which were not under Defendant T.I.M.E.-DC. Inc.'s direct control.

7. Whether the collective bargaining agreements to which Defendant T.I.M.E.-DC, Inc. is a party contain seniority provisions that were designed to affect, or do affect, any minority person differently than any white person.

8. Whether the hiring and promotion policies of T.I.M.E.-DC, Inc. have been and are based upon utilizing the best qualified person for a particular job, and whether minority applicants, where not the successful applicants, have either been not qualified, or not the best qualified for a particular job.

9. Whether the alleged discriminatee witnesses of Plaintiff have exhausted their contractual and administrative remedies relating to past and present allegations of discrimination.

10. Whether the provisions of the labor contracts in effect create obligations on the part of Defendant T.I.M.E.-DC, Inc. and upon the local unions who are also signatory to said contracts.

11. Whether the labor contracts in effect between Defendant T.I.M.E.-DC, Inc. and various local unions affiliated with the International Brotherhood of Teamsters and the International Association of Machinists impose obligations on the International Brotherhood of Teamsters and the International Association of Machinists.

12. Whether the allegations of Plaintiff are based upon statistical data that fails to reflect the effect of demographic and socio-economic factors which negates the accuracy of such data as a measure of minority persons available for employment in locations at which T.I.M.E.-DC, Inc. operates facilities.

(Civil Action No. 5-897)

1. T.I.M.E.-DC, Inc. adopts as its counter-statement of contested ultimate issues of fact the same counter-statement of contested ultimate issues of fact as set forth as to Civil Action No. 5-868.

Plaintiff's

5. **Itemized List of Each Contested Issue of Law.**

(Civil Action Numbers 5-868, 5-897)

1. Whether T.I.M.E. D.C. has failed or refused to hire blacks and Spanish-surnamed persons, or otherwise discriminated against blacks and Spanish-surnamed persons with respect to their compensation, terms, conditions or privileges of employment, because of their race, color or national origin, in violation of Section 703(a)(1) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(1).

2. Whether T.I.M.E. D.C. has limited, segregated or classified its black and Spanish-surnamed employees in any way which would deprive or tend to deprive them of employment opportunities or otherwise adversely affect their status as employees, because of their race, color or national origin, in violation of Section 703(a)(2) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2 (a)(2).

3. Whether the Teamsters, the Machinists and Local 480 of the Teamsters have discriminated against blacks or Spanish-surnamed persons because of their race, color or national origin in violation of Section 703(c)(1) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(c)(1).

4. Whether the Teamsters, the Machinists and Local 480 of the Teamsters have limited or classified their membership, or

classified for employment blacks or Spanish-surnamed employees or applicants for employment at T.I.M.E. D.C. in any way which would deprive or tend to deprive these employees or applicants for employment or employment opportunities or otherwise adversely affect their status as employees or applicants for employment, because of their race, color or national origin in violation of Section 703(c)(2) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(c)(2).

5. Whether the Teamsters, the Machinists and Local 480 of the Teamsters have caused or attempted to cause T.I.M.E. D.C. to discriminate against black or Spanish-surnamed employees or applicants for employment, because of their race, color or national origin in violation of Section 703(c)(3) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(c)(3).

6. Whether, if T.I.M.E. D.C. has followed a discriminatory policy or practice of hiring and assigning black and Spanish-surnamed persons only to lower paying, less desirable job classifications while reserving the higher paying, more desirable jobs for whites, the seniority and transfer systems in effect at T.I.M.E. D.C. perpetuate the effects of this discrimination in violation of Section 703 of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2.

7. Whether the acts and practices of T.I.M.E. D.C., the Teamsters, the Machinists and Local 480 of the Teamsters, alleged by plaintiff to be discriminatory, constitute a pattern or practice of resistance to the full enjoyment of the right of black and Spanish-surnamed persons to equal employment opportunities, and that this pattern or practice is of such nature and is intended to deny the full exercise of the rights secured by Section 703(a) and (c) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(c), in violation of Section 707 of the Civil Rights Act of 1964, 42 U.S.C. 2000e-6.

8. If the defendants are in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*, what is the appropriate relief.

5. **Itemized List of Each Contested Issue of Law**

(Civil Action Numbers 5-868, 5-897)

Counter-Statement of Contested Issues of Law
By Defendant T.I.M.E.-DC, Inc.

1. Whether T.I.M.E.-DC has failed or refused to hire blacks and Spanish-surnamed persons, or otherwise discriminated against blacks and Spanish-surnamed persons with respect to their compensation, terms, conditions or privileges of employment, because of their race, color or national origin, in violation of Section 703(a)(1) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(1).

2. Whether T.I.M.E.-DC has limited, segregated or classified its black and Spanish-surnamed employees in any way which would deprive or tend to deprive them of employment opportunities or otherwise adversely affect their status as employees, because of their race, color or national origin, in violation of Section 703(a)(2) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(2).

3. Whether the acts and practices of T.I.M.E.-DC, the Teamsters, the Machinists and Local 480 of the Teamsters, alleged by Plaintiff to be discriminatory constitute a pattern or practice of resistance to the full enjoyment of the right of black and Spanish-surnamed persons to equal employment opportunities, and that this pattern or practice is of such nature and is intended to deny the full exercise of the rights secured by Section 703(a) and (c) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(a)(c), in violation of Section 707 of the Civil Rights Act of 1964, 42 U.S.C. 2000e-6, and if the defendants are in violation of Section 707 of Title VII of the Civil Rights Act of 1964, what is the appropriate relief under said Section 707 of Title VII of the Civil Rights Act of 1964.

4. Whether T.I.M.E.-DC, Inc. or any labor organization should be required to grant preferential treatment to any individual or to any group because of the race, color or national origin of such individual or group on account of an imbalance which may exist with respect to the total number or percentage of persons of any race, color or national origin employed by any employer, admitted to membership or classified by any labor organization, or admitted to or employed in any apprenticeship or other training program in comparison with the total number or percentage of persons of such race, color or national origin in any community, state, section or other area or in the available work force in any community, state, section or other area contrary to the provisions of Section 703(j) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-2(j).

5. Whether Plaintiff states a cause of action as to Defendant T.I.M.E.-DC, Inc. and whether Plaintiff has joined all necessary and/or indispensable parties.

6. Whether the court has jurisdiction of the subject matter when isolated instances of alleged discrimination rather than system-wide discrimination are alleged.

7. Whether failure to exhaust administrative and contractual remedies bars the relief sought herein.

8. Whether the allegations of Plaintiff are based in part upon evidence that is inadmissible under the rules of evidence and under the pre-trial order of February 25, 1971 herein.

9. Whether the provisions of the Civil Rights Act of July 2, 1965 are retroactive.

10. Whether the alleged acts of predecessors of Defendant T.I.M.E.-DC, Inc. were beyond the control of said Defendant and whether T.I.M.E.-DC, Inc. is responsible for alleged acts of its predecessors.

11. Whether the allegations of Plaintiff are based in part upon irrelevant statistical data.

12. Whether the Defendant T.I.M.E.-DC, Inc. is responsible for alleged discriminatory provisions in collective bargaining agreements which were negotiated by predecessor companies or otherwise not negotiated under Defendant T.I.M.E.-DC, Inc.'s direct control.

13. Whether hiring and promotion policies are reasonable and non-discriminatory when based upon hiring and utilizing the best qualified person for a particular job.

6. **Exhibits, Witnesses and Designated Portions of Depositions and Interrogatories to Be Used as Evidence by Each Party.**

A. **Plaintiff**

The exhibits, witnesses and designated portions of depositions and interrogatories which plaintiff intends to use in its case-in-chief are as follows. Additional exhibits, witnesses and designated portions of depositions and interrogatories may be used by plaintiff in its rebuttal case.

1. **Exhibits**

(The following exhibits were marked for identification in conjunction with the depositions taken in this case. The depositions identification number or letter is listed in parentheses after the exhibit).

National Master Freight Agreement and Local 70 Pickup and Delivery Supplemental Agreement for the Period of July 1, 1964 to March 31, 1967 (2).

National Master Freight Agreement and Local 85 Pickup and Delivery Supplemental Agreement Covering Over-the-Road

and Local Cartage Employees . . . for the Period of April 1, 1967 through March 31, 1970 (3).

Answer to Questionnaire by Oakland (or Hayward) terminal to Lubbock general office with respect to employment of casuals (4).

Pages P-1 through P-4 and SD-21 of Manual of Instructions of T.I.M.E. DC (5).

Seniority lists for Oakland (Hayward) terminal, December 1970 (6).

Partial personnel file of Donald James Oviatt (7).

Partial personnel file of William Howard Hylton (8).

List showing minority employees at Oakland (Hayward) terminal as of September 3, 1970 (9).

Application for employment of Donald Wesley Bridges (10).

Personnel file of Edward John Pistante (11).

Seniority list for dock and city drivers at Oakland (Hayward) terminal, 1969, with identity key of former company (12).

Seniority list of dock and city drivers at Oakland (Hayward) terminal, 1970-71, with identity key of former company (13).

Chart drawn by Mr. Wilson, showing location and layout of Denver terminal (15).

T.I.M.E. DC, new hire check sheet (16).

T.I.M.E. DC, written examination for drivers (17).

T.I.M.E. DC, application for employment form (18).

T.I.M.E. DC, motor vehicle driver's certification of violations (19).

Sheet for recording record of road test (20).

T.I.M.E. DC, certification of road test (21).

T.I.M.E. DC, telephone check sheet (22).

T.I.M.E. DC, previous employer reference sheet (23).

Thurstone Interest Schedule (24).

Wonderlic Personnel Test (25).

Strong Vocational Interest Blank for Men (26).

1971 bid sheet for dock, pickup and delivery at Denver terminal (27).

Answer to questionnaire by Denver terminal to Lubbock general office with respect to employment of casuals (28).

Seniority lists for Denver terminal (1970) (29).

Partial personnel file of Herman Reichert (31).

Employment application of Feliberto Trujillo, Jr. (36).

Partial personnel file of Joseph Quintana (37).

Partial personnel file of Edgar L. Glenn (38).

Employment application of Earmitt C. Jones (39).

Partial personnel file of Gibert E. Vigil (40).

Inter-office correspondence pertaining to Lenard W. Harrison, dated April 16, 1968 (A). 40(A)

Inter-office correspondence pertaining to Lenard W. Harrison, dated May 14, 1968 (B). 40(B)

Complaint from Earmitt Jones to Colorado Civil Rights Commission (C). 40(C)

Seniority lists for Vernon terminal (LAX), 1970-71 (41).

Seniority lists for Montebello terminal (LOS), 1970 (42).

Answer to questionnaire by Vernon terminal to Lubbock general office with respect to employment of casuals (43).

Answer to questionnaire by Montebello terminal to Lubbock general office with respect to employment of casuals (44).

Partial personnel file of James Stevens (formerly known as James Steven Kuznetzoff) (45).

Personnel file of Dominick David Aiello (46).

Western States Area Office Employees Supplemental Agreement (47).

Partial personnel file of Frederick L. Coghill (48).

Partial personnel file of Wayne A. Zurbrugg (49).

Partial personnel file of Emmett Ronald Morris (50).

Letter to Department of Industrial Relations, California, dated June 2, 1969, from Ray C. Cloward, terminal manager (51).

Safety award transmittal to George J. Taylor (52).

Complaint from George J. Taylor to California Fair Employment Practice Commission (53).

Resignation notice of George J. Taylor (54).

Partial personnel file of William R. Jorgenson (57).

Partial personnel file of Jere L. Morrison (58).

Letter to V. L. Watkins, Terminal Manager, from John T. Williams, Business Representative, Local 208, Teamsters Union, dated June 30, 1969 (59).

Letter to John Williams from J. P. Almaraz, Elmer L. Banuelos, and others, dated March 19, 1969 (60).

Letter to John T. Williams, Business Representative, Local 208, Teamsters Union, from Jack W. Stephenson, Labor Department, T.I.M.E. DC, dated July 21, 1969 (61).

Safe Driver Award for Thomas White, dated February 7, 1969 (62).

Document showing black membership of Local 224 of Teamsters Union by companies, furnished by Robert Porter, Secretary-Treasurer of Local 224 (63).

Employment application of George J. Taylor, dated September 6, 1966 (F). 63(F)

Employer reference check to Sherman Poultry on George Taylor (G). 63(G)

Diagram of Nashville terminal (64).

Seniority lists for Nashville terminal, 1970 (65).

Seniority lists for Nashville terminal, 1971 (66).

Changes in supervisory personnel at Nashville from merger of Southeastern Motor Truck Lines and T.I.M.E. Freight, Inc. (May 1956) to date (67).

History of senior supervisory positions since T.I.M.E.-Southeastern (Nashville) (68).

Attachment to notice of depositions: item 2, supervisory personnel (69).

Answer to questionnaire by Nashville terminal to Lubbock general office with respect to employment of casuals (70).

Attachment to notice of depositions: item 7, all personnel information available at T.I.M.E. DC's Nashville terminal on

present employees and those who have worked for the company since 1965 who have criminal records or who have had relatives employed, either as regular or casual employees (terminal) (71).

Attachment to notice of depositions; item 7, personnel files on anyone who has worked since 1965 who had relatives employed or had criminal record (shop) (72).

Item Number 8, employees who transferred from one seniority list to another, or to/from a non-collective bargaining position (73).

Employment application of Charles Robert Brumley (75).

Employment application of Lawrence E. Gibson (76).

Partial personnel file of J. C. Chapman (78).

Employment application of James W. Wilkerson (80).

Letter to Houston L. Rowlett from E. C. Yost, Line Operations Supervisor, dated July 10, 1970 (81).

Employment application of Billy Larry Holliman (83).

Employment application of Dorris Gene Edmonds (84).

Personnel file of S. F. Riggan (89).

Application for employment of James T. Adamson, Jr. (91).

Grievance report of Thomas R. Johnson (92).

Notice from F. L. Medlin, President and Business Manager, Local 480, dated August 8, 1966 (93).

Employment application of Wallicia Q. Majors (95).

Table of organization, T.I.M.E. D.C., Inc., Atlanta, Georgia (98).

Seniority lists for Atlanta terminal (99).

Answer to questionnaire by Atlanta terminal to Lubbock general office with respect to employment of casuals (100).

Partial personnel file of Ernest H. Ferguson (101).

Partial personnel file of Fred Humphrey (102).

Partial personnel file of Howard L. Dennis (103).

Partial personnel file of Fred T. Miller (104).

Partial personnel file of Jesse L. Goodman (105).

Partial personnel file of Frank B. Lawrence, Jr. (106).

Partial personnel file of Leo V. Stamps (107).

Partial personnel file of Ira D. Robinette (108).

Partial personnel file of Frank W. Saunders (109).

Partial personnel file of James T. Ivey (110).

Employment application of Johnny Batchlor (111).

Employment application of John J. Calhoun (112).

Seniority lists for Chicago terminal, 1971 (113).

Answer to questionnaire by Chicago terminal to Lubbock general office with respect to employment of casuals (114).

Document with names of three minorities who have been road drivers at the Chicago terminal (115).

Partial personnel file of Thomas Childers (118).

Partial personnel file of Danny Capenigro (120).

Partial personnel file of John Alessi (121).

Partial personnel file of Daniel Fryar (122).

Organization chart, Oklahoma City terminal (123).

Organization chart, Oklahoma City shop (124).

Seniority lists, 1971, Oklahoma City terminal (125).

Answer to questionnaire by Oklahoma City terminal to Lubbock general office with respect to employment of casuals (126).

Payroll notice showing transfer of Wilford P. Gwin from city driver to road driver on 8-17-57 (127).

Partial personnel file of Marvin Fox (128).

Letter to J. W. Walter from James Johnson, Line Driver Supervisor, dated March 17, 1969 (129).

Partial personnel file of Kenneth Wayne Kelly (130).

Partial personnel file of Charles J. Collum (131).

Partial personnel file of Elmer G. Bennett (132).

Partial personnel file of Spencer R. Cline (133).

Partial personnel file of Claudia R. Alexander (134).

Employment application and traffic record of Willie Lee Henderson (136).

Employment application of J. W. Walter (138).

Trial trip report on J. W. Walter by Oscar Hardin, dated 9-26-68 (139).

Trial trip report on J. W. Walter by J. E. Westervelt, dated 10-11-68 (140).

Teletype message form from Don Capshaw to J. W. Walter, dated 2-3-69 (141).

Letter to J. W. Walter from James Johnson, Line Driver Supervisor, dated March 17, 1969 (142).

Partial personnel file of Charles E. Moreland (143).

Employment application of Roger W. Zink (144).

Organization chart, Dallas (Irving), Texas terminal (145).

Seniority rosters, (1971) Dallas (Irving) terminal (146).

Letter to Charles B. Taylor, Executive Director, Opportunities Industrialization Center, from Paul Siple, Terminal Manager, dated March 12, 1970 (147).

Answer to questionnaire by Dallas (Irving) terminal to Lubbock general office with respect to employment of casuals (148).

Report on casuals used, April-October, 1968 (149).

Partial personnel file of Kenneth D. Rickman (150).

Partial personnel file of Paul R. Brown (151).

Employment application of Ronnie E. Edwards (152).

Employment application of Raymond L. Castro (153).

Employment application of Mike Arriaga (154).

Employment application of Tereso J. Gonzales (155).

Employment application of Johnny G. Coronado (156).

Employment application of Vernon Lee Allen (157).

Employment application and withholding exemption of Walter J. Price (158).

Pay slips for Walter J. Price (159 (a) (b) (c) (d)).

Los Angeles Urban League referral card on Iris Darden (160).

Employment application of Iris G. Darden (161).

C.W.F.—2 Inventory of Iris G. Darden (162 (a)).

Wonderlic Personnel Test of Iris G. Darden (162 (b)).

Application for fidelity bond of Iris G. Darden (163 (a)).

Medical history questionnaire of Iris G. Darden (163 (b)).

Employees roster for San Antonio terminal, with seniority dates (164).

Answer to questionnaire by San Antonio terminal to Lubbock general office with respect to employment of casuals (165).

Letter to Bob Offer, Terminal Manager, from R. C. Shafer, President and Business Manager, Local 657, dated July 8, 1970 (166).

Employment application of Foster Barnes (167).

Employment application of Sanderson P. Walker (168).

Employment application of Guadalupe Martinez (169).

Charge of discrimination by Foster Barnes to EEOC (II).

Organization table—Memphis terminal (170).

Seniority lists (1971), Memphis terminal (171).

Answer to questionnaire by Memphis terminal to Lubbock general office with respect to employment of casuals (172).

Employee status notification sheet on Fred Williams (173).

Employee status notification sheet on David W. Chase (174).

Memorandum to Barton O'Brien from Jeryl Johnson, dated December 10, 1968 (175).

Bulletin to city employees at Memphis, dated July 7, 1969 (176).

Partial personnel file of John B. Poston (177).

Partial personnel file of Jessie L. Robertson (178).

Partial personnel file of Jack P. Jones (179).

Partial personnel file of Max D. Seeley (180).

List of transfers from city to road, Memphis (181).

Partial personnel file of John W. Stanford (182).

Employees transferred in and out of Memphis under modified seniority (183).

Bulletin to all city employees, dated March 25, 1969 (184).

Partial personnel file of Billy M. Wilbanks (185).

Partial personnel file of Charles W. Chesher (186).

Partial personnel file of Lawrence P. Chamberlin (187).

Partial personnel file of Benjamin G. Thompson (188).

Correspondence with and pertaining to minority referral sources by Memphis terminal (189).

Partial personnel file of Meredith Cannon (191).

Employment application (1969) of Arthur L. Thornton (192).

Resignation letter of Arthur L. Thornton, dated July 11, 1969 (193).

Certification of road test for James L. McNeal, dated 6-2-71 (194).

Employment application of Clayborn Momon (195).

Log book of W. G. Gately (198).

Pay stubs of W. G. Gately (198 (a) (b)).

Trip and pay sheet (2 pages) of W. G. Gately (199).

Log book of F. E. Yount, Jr. (200).

Log books of F. E. Yount, Jr. (200 (a) (b) (c)).

Teamsters Constitution, 1966 (201).

National Master Freight Agreement and Southern Conference Area Over-the-Road Supplemental Agreement (202).

. . . . . .

March 31, 1971 printout "Personnel List," with code key, furnished to plaintiff's attorneys by defendant T.I.M.E. DC, and showing by terminal—in job category—

Name
employee number
job code
status
birth date
employed date
lic. exp. date
phy. exm. date
rate (hr./sal)
sex
ethnic code
termination date

Printout "Earnings for City Drivers and Line Drivers 1969", furnished to plaintiff's attorneys by T.I.M.E. DC, on August 12, 1971.

1970 United States Census of Population Reports (Bureau of the Census, Department of Commerce, Washington, D.C.), showing population by race for the standard metropolitan statistical area and the city at T.I.M.E. DC's terminal locations.

A chart showing the percent of "white", "Negro" and "other" population in the standard metropolitan statistical area and the city at T.I.M.E. DC's terminal locations, and the "white", "Negro" and "other" work force at T.I.M.E. DC's terminals.

Persons of Spanish Surname (1963) (Bureau of the Census, Department of Commerce, Washington, D.C.), showing Spanish-surnamed population for the urban place (based on the 1960 census) at T.I.M.E. DC's terminal locations in the five southwestern states of Arizona, California, Colorado, New Mexico and Texas.

1960 United States Census of Population Reports (Bureau of the Census, Department of Commerce, Washington, D.C.), showing total population for the urban place at T.I.M.E. DC's

terminal locations in the five southwestern states of Arizona, California, Colorado, New Mexico and Texas.

A chart showing the percent of "Spanish-surnamed" population in the urban place at T.I.M.E. DC's terminal locations in the above five southwestern states, and the "Spanish-surnamed" work force at T.I.M.E. DC's terminals in these five states.

Chart, "T.I.M.E. DC, Inc.—Employees as of March 31, 1971, Racial Breakdown by Percentage in Job Categories."

Chart, "T.I.M.E. DC, Inc.—New Hires from July 2, 1965-March 31, 1971, Racial Breakdown by Percentage in Six Selected Job Categories."

Chart, "Percentage of Negroes Employed at T.I.M.E. DC Terminals Compared with Percentage of Negro Population of Terminal Cities."

Partial personnel file of James Earl Mince (presently a shop supervisor at the Nashville terminal).

Employment application of Herman J. Reichert (Denver, road driver).

Partial personnel file of Kenneth M. McAtee (Los Angeles, mechanic).

Partial personnel file of Norman Kaminski (Chicago, foreman).

Constitution of the International Association of Machinists and Aerospace Workers, effective April 1, 1967.

Letter to plaintiff's attorneys from V. L. Watkins, Terminal Manager, Montebello, California terminal, dated September 16, 1971, with attached seniority rosters for the terminal marked to show which predecessor company each employee came from.

Letter to plaintiff's attorneys from David R. Nagel, Personnel Manager, Vernon, California terminal, dated September 21, 1971, with attached seniority rosters for the terminal marked to show which predecessor company each employee came from.

Letter to plaintiff's attorneys from James W. Frazier, Terminal Manager, Hayward, California terminal, postmarked September 20, 1971, with attached line driver seniority roster for the terminal marked to show which predecessor company each employee on the roster came from.

Letter to plaintiff's attorneys from Vicente U. Columna, Contract Compliance Examiner, U. S. Postal Service, Chicago, Illinois, dated September 21, 1971, listing instances where minority referral sources were furnished to company officials, and listing minority newspapers in the Chicago area.

Letter to plaintiff's attorneys from Frances E. Gaston, Contract Compliance Examiner, United States Postal Service, Post Office Box 90865, Atlanta, Georgia, dated July 23, 1971, listing minority newspapers in Atlanta, Georgia.

Section 391, Motor Carrier Safety Regulations, Federal Highway Administration Department of Transportation.

All current collective bargaining agreements covering employees of T.I.M.E. DC, including the following:

> National Master Freight Agreement Covering Over-the-Road and Local Cartage Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, 1970 through June 30, 1973.
>
> Southern Conference Area Over-the-Road Motor Freight Supplemental Agreement Covering Drivers Employed by Private, Common and Contract Carriers for the Period of: April 1, 1970 to June 30, 1973 in the Territory of: Alabama, Florida, Georgia, Mississippi, Tennessee, Arkansas, Louisiana, Oklahoma and Texas.

Southern Conference Area Local Freight Forwarding Pickup and Delivery Supplemental Agreement Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, 1970 to June 30, 1973 Covering the Operations in the Territory of: Arkansas, Louisiana, Oklahoma and Texas, Alabama, Florida, Georgia, Mississippi, Tennessee and the City of Asheville, North Carolina.

Southern Conference Area Local Freight Forwarding Garage Supplemental Agreement Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, 1970 to June 30, 1973 Covering the Operations in the Territory of: Arkansas, Louisiana, Oklahoma and Texas, Alabama, Florida, Georgia, Mississippi, Tennessee, and the City of Asheville, North Carolina.

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, 1970 to June 30, 1973 Covering the Operations in the Territory of: Arkansas, Louisiana, Oklahoma and Texas, Alabama, Florida, Georgia, Mississippi, Tennessee, and the City of Asheville, North Carolina.

Western States Area Over-the-Road Motor Freight Supplemental Agreement Covering Drivers Employed by Private, Common and Contract Carriers for the Period of April 1, 1970 to June 30, 1973 . . .

Western States Area Pick-up and Delivery Local Cartage and Dock Workers Supplemental Agreement Covering Drivers Employed by Private, Common and Contract Carriers for the Period of April 1, 1970 to June 30, 1973 . . .

Western States Area Automotive Shop and Truck Servicing Supplemental Agreement for the Period of April 1, 1970 to June 30, 1973 . . .

Western States Area Office Employees Supplemental Agreement Covering Office Employees Employed by Private, Common and Contract Carriers for the Period of April 1, 1970 to June 30, 1973 . . .

Joint Council Number 7, Local Pickup and Delivery Supplemental Agreement for the Period of April 1, 1970 to June 30, 1973 (Local 70 of the Teamsters Union).

Western States Trucking Maintenance Agreement, International Association of Machinists and Aerospace Workers, AFL-CIO, May 1, 1971 to June 30, 1973.

Collective Bargaining Agreement by and between Office and Professional Employees International Union, Local Number 5, AFL-CIO, Denver, Colorado and Western Empire Operators Association for and on behalf of . . . T.I.M.E.-DC, Inc. . . . ., October 1, 1969 to October 1, 1972.

Central States Area Over-the-Road Motor Freight Supplemental Agreement Covering Drivers Employed by Private, common and contract Carriers for the Period of April 1, 1970 through June 30, 1973 . . .

Central States Area Local Cartage Supplemental Agreement Covering Employees of Private, Common, Contract and Local Cartage Carriers for the Period of April 1, 1970 through June 30, 1973 . . .

Joint Area Cartage Agreement of Local 705, I.B. of T. (International Brotherhood of Teamsters) . . . Effective Dates: April 1, 1970 to March 31, 1973 (Chicago).

Labor Contract and Working Agreement Covering Spotters, Working Foremen, Dock, Tractor Drivers, Checkers, Stackers, Truckers, Wheelers and Hostlers . . . Local

Union No. 710 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Period Covered: April 1, 1967 to and Including March 31, 1970 (Chicago) [the current agreement, if available, will be substituted].

Agreement Effective: May 1, 1970, through April 30, 1973 Covering Foremen, Mechanics, Helpers, Apprentices and All Other Employees Coming Under the Jurisdiction of Automobile Mechanics' Local No. 701, International Association of Machinists and Aerospace Workers, AFL-CIO, 133 South Ashland Boulevard, Chicago, Illinois 60607.

Local 705, I.B. of T. (International Brotherhood of Teamsters) Salesmen and/or Freight Solicitors Agreement, Effective: October 1, 1969-March 31, 1973 (Chicago).

Labor Contract and Working Agreement Covering Office and Miscellaneous Truck Terminal Employees . . . Local Union No. 710 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Period Covered: April 1, 1970 to and Including March 31, 1973 (Chicago).

Agreement . . . between Central Motor Freight Association, Inc., of Illinois and Motor Carrier Labor Advisory Council . . . and Service Employees' International Union, Local 189 (Chicago).

Central States Area Iron and Steel and Special Commodity Rider Covering Drivers Employed by Private, Common and Contract Carriers for the Period of April 1, 1970 through June 30, 1973.

Central Pennsylvania Over-the-Road and Local Cartage Supplemental Agreement for the Period: April 1, 1970 to June 30, 1973.

Contract, Inland Terminal Workers, Local 1730, I.L.A. (International Longshoremens' Association), with supplements.

Earnings per hour of T.I.M.E. D.C. employees at ten terminals as of March 31, 1971.

Earnings record comparison for city and line drivers at ten terminals of T.I.M.E. D.C. in 1969.

1970 or 1971 Seniority lists for the following T.I.M.E. D.C. terminals:

1. Cincinnati, Ohio
2. El Paso, Texas
3. Evansville Indiana
4. Phoenix, Arizona
5. Portland, Oregon
6. Seattle, Washington
7. St. Louis, Missouri
8. Vinita, Oklahoma (line drivers)
9. Winchester, Virginia

Partial Personnel files of T.I.M.E. D.C.'s Black and Spanish Surnamed American Supervisors and Salesmen as of March 31, 1971:

Partial personnel file of A. E. Razes (Chicago, Working Shop Foreman)

Partial personnel file of Willie Franklin (Denver, Line Driver Supervisor)

Partial personnel file of Ora Adair (Denver, Shop Foreman)

Partial personnel file of H. G. Ortiz (Los Angeles, Working Shop Foreman)

Partial personnel file of M. L. Garcia (Los Angeles, Line Driver Supervisor)

Partial personnel file of P. P. Garcia (Los Angeles, City Driver Supervisor)

Partial personnel file of F. Q. Reyes (Los Angeles, City Dispatcher)

Partial personnel file of R. O. Littlejohn (Los Angeles dock foreman)

Partial personnel file of H. Guzman (Los Angeles, traffic repr., salesman)

Partial personnel file of A. Lambert (New York City, driver supervisor)

Partial personnel file of P. M. Yepez (Sacramento, traffic repr., salesman)

Partial personnel file of C. B. Garcia (San Francisco, dock foreman)

Partial personnel file of George Lockett (San Francisco, dock foreman)

Partial personnel file of Albert M. Lamboy (San Francisco Asst. Terminal Manager)

Casual Employee List for Personnel as of week ending 52, 1970, furnished to plaintiff's attorneys by T.I.M.E. D.C. on November 9, 1971 (and 1970 job code key), and T.I.M.E. D.C., Inc., Alpha List of Cities with Identification Code Numbers (Rev. 8/12/71)

Casual Employee List for Eight T.I.M.E. D.C. Terminals, week ending 52, 1970, by Name, Employment Date, and Race and Job Codes (and Summaries of Casual Statistics by terminal):

Irving, Texas (Dallas)

Hayward, California (San Francisco)

Vernon, California (Lax)

Montebello, California (Los)

Denver, Colorado

Chicago, Illinois

Atlanta, Georgia

Memphis, Tennessee

Partial Personnel Files of the T.I.M.E. D.C. Dallas Road Drivers:

Partial personnel file of J. C. Dean, Jr. (Dallas, Texas road driver)

Partial personnel file of Leslie Clay Howell (Road Driver Dallas, Texas)

Partial personnel file of Gayle Norman Johnson (Road Driver Dallas, Texas)

Partial personnel file of Jack W. Pierce (Road Driver Dallas, Texas)

Partial personnel file of Howard P. Rathvon (Road driver Dallas, Texas)

Partial personnel file of Horace L. Richardson (Road driver Dallas, Texas)

Partial personnel file of Don C. Riffel (Road driver Dallas, Texas)

Partial personnel file of Jefferson W. Gallaher (Road driver Dallas, Texas)

Partial personnel file of J. W. Rushing (Road driver Dallas, Texas)

Partial personnel file of Anthony P. Sabella (Road driver Dallas, Texas)

Partial personnel file of Edward M. Sherley (Road driver Dallas, Texas)

Partial personnel file of William R. Bargy (Road driver Dallas, Texas)

Partial personnel file of Arthur E. Allbritton (Road driver Dallas, Texas)

Partial personnel file of James W. Bruce (Road driver Dallas, Texas)

Partial personnel file of Earnest E. Clark, Jr. (Road driver Dallas, Texas)

Partial personnel file of Charles Fink (Road driver Dallas, Texas)

Partial personnel file of Barney D. Wallace (Road driver Dallas, Texas)

Partial personnel file of Hulon Bangs (Dallas, Texas road driver)

Partial personnel file of Charles David McBride (Dallas, Texas road driver)

Partial personnel file of William S. Brittin (Dallas, Texas road driver)

Application of Harrell E. Holly for Road or City Driver Dallas, Texas

Partial personnel file of Roger Lee McCrimmon (Dallas, Texas city driver)

Partial personnel file of John Connell (Dallas, Texas city driver)

Partial personnel file of G. L. Simmons (City driver Dallas, Texas)

Partial personnel file of Prentis Lewis Walton, Jr. (City driver Dallas, Texas)

Employment application of Ophers Barber (City driver Dallas, Texas)

Partial personnel file of Charles E. Lewis (City driver Dallas, Texas)

Partial personnel file of Herman L. Brown (City driver Dallas, Texas)

2. **Witnesses**

Cathrine McGinn
Research Analyst
Civil Rights Division
Department of Justice
Washington, D.C.

G. J. Henry
Director of Labor Relations and Personnel
T.I.M.E. D.C., Inc.
Lubbock, Texas

C. F. Hutchinson, Personnel Manager
T.I.M.E. D.C., Inc.
Lubbock, Texas

Richard H. Stinson
1927 82nd Avenue
Oakland, California

Thomas William White
2009 North Central
Los Angeles, California

James Edward Neely
2313 Virginia Road
Los Angeles, California

Grady A. Amos
2401 Main Street, Northwest
Atlanta, Georgia

Walter Jean Price
2921 South Blvd, Apt. 204
Dallas, Texas

Iris G. Hicks
2329 Annabelle Lane
Forth Worth, Texas

Ophers Barber
1919 Dudley
Dallas, Texas

Michael Arriaga
2236 Anson Road
Dallas, Texas

Fred Williams, Jr.
2886 Mimosa
Memphis, Tennessee

Arthur Leon Thorton
332 West Essex
Memphis, Tennessee

Frances E. Gaston
Contract Compliance Examiner
United States Postal Service
Post Office Box 90865
Atlanta, Georgia

Vincente U. Columna
Contract Compliance Examiner
United States Postal Service
Regional Office
Chicago, Illinois

Erskine Lytle, Jr.
Contract Compliance Examiner
United States Post Service
Nashville, Tennessee

Harrell Holly
705 Penguin Drive
Dallas, Texas

Roger Lee McCrimmon
2133 E. Ledbetter, Apt. 1099
Dallas, Texas

3. **Designated Portions of Depositions and Interrogatories.**

(a) **Depositions.**

(From depositions taken in San Francisco, California)

Deposition of:	**Pages for Evidence** (if only specific lines of pages are to be used, they are in parenthesis)
Albert M. Lamboy	3-5 (1-24), 17 (16-25) -25 (1-17)
George Larson	3-6 (1-19) 8 (22-25) -10 (1-15) 11 (19-25) -14 (1-17)
Ed Elsner	3-7 (1-21)
Bennie Whitfield	3-18
George W. Sullivan	3-18 (1) 23 (2-25) -24 (1-19)
Edward Titus	3-6 (1-23)
Otis Zeno	3-7 (1-12) 23 (23-25) -34 (1-23)
Rueben A. Garcia	3-9 (1-19) 23 (15-25) -24 (1-12)
Roy M. Angelo	3-6, 21 (16-25) -22 (1-11) 23 (16-25) -26 (1-20) 34 (9-25) -42 (1-22) 45 (19-25) -46 (1-13)
Carlton King	3-7 (1-5), 14 (19-23)

(From depositions taken in Denver, Colorado)

Roy M. Wilson	1-59 (1-22), 62 (5-25) -71, 76 (5-25) -77 (1-19), 83 (4-25) -84 (1-22)
Roy M. Wilson (cont'd)	1-8
William E. Franzen	1-29
Veris Simms	1-14
Lenard Harrison	1-19
Feliberto Trujillo	1-13
Earmitt Ceophalas Jones	1-17
Jeroem Pastwick	1-17

(From depositions taken in Los Angeles, California)

David R. Nagel	1-67
Ned M. Rockwell	1-12 (1-24), 19 (10-21), 26 (7-25) -49 (1-7), 52 (1-18), 58 (5-25) -62
Anthony W. Lillywhite	1-50
Gene Shepherd	1-7 (1-17), 21-24
John Le Flore	1-6 (1-5), 8 (12-25) -9 (1-12)
James Elroy Butler	1-15 (1-6), 38 (7-25) -40 (1-3)
John T. Williams	1-12

Lyle West	1-9 (1-3), 9 (17-25) -10 (1), 10 (24-25) -14 (1-6), 14 (20-25) -17 (1-24), 19 (23-25) -20 (1-10)
*Thomas William White	1-28
Edgar Cornelius Rudison	1-13
Roy F. Patton	1-11 (1-23), 12 (16-25) -20 (1-9), 22-28
Elmer L. Banuelos	1-21
William Thomas Simpson, Jr.	1-14
Virgil A. Hardin	1-10 (1-6), 20 (13-25) -23
Jose de Ramirez Almaraz	1-33
*James Edward Neely	1-17
John Passi	1-12
David E. O'Neal	1-24 (1-9)
James Alexander Floyd	1-21
George Taylor	1-33
Marvin Richard Vestal	1-33
John B. Alley	1-19

(From depositions taken in Nashville, Tennessee)

Kenneth Neil Gibbs, Jr.	1-50 (1-11), 56 (21-25) -59 (1-10) 62 (25) -66 (1-17), 70 (16-25) -74 (1-16), 77 (10-25) -80 (1-7), 90 (6-25) -95 (1-13)

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* If can appear as a witness, deposition will not be offered.

Dallas Ray Anderson	111-142 (1-20), 155 (6-25) -157 (1-2)
Lillard Jasper Hampton	159-161 (1-20), 163-165 (1-9)
James Tilford Adamson, Jr.	167-174
James Garland Lail	175-181
James Earl Mince	182-189 (1-20)
Lee Francis Jones	195-199 (1-14), 201 (3-25) -202 (1-9), 208 (4-25) -209 (1-11), 209 (19-25) -210 (1-13)
Thomas Richard Johnson	215-222 (1-15), 222 (20-25) -227 (1-11), 227 (23-25) -234 (1-5)
Miller Joe Crutchfield	235 (1-18), 237 (17-25) -244 (1-3)
Henry L. Davis	246-254 (1-3), 258-262 (1-11)
Luther Alvin Watson	264-285 (1-21), 287 (3-17), 289 (7-25) -293 (1)
Raymond Leslie Rucker	296-309
Wallicia Quovadis Majors	318-327
Homer W. Burns	335-361
Levi Gant	381-390
William Edward Dobbin	391-397
James A. Keeling	398-404 (1-13)
James Wallace, Jr.	407-416

Kenneth Neil Gibbs, Jr. (II)	431 (25), 432 (16-25) -434 (1-18)
Dallas Ray Anderson (II)	448 (3-25) -454 (1-2)

(From depositions taken in Atlanta, Georgia)

C. W. Allison	1-52 (1-20), 59-82 (1-17), 86 (20-25) -87 (1-10), 117 (15-25) -119 (1-12), 121-123 (1-21), 132 (18-25) -133 (1-18), 135 (17-25) -138 (1-17), 142-143 (1-5)
Roy D. Gibson	1-17 (1-24), 22-28
*Grady A. Amos	1-37 (1-12)
Joe Amos	1-12 (1-10), 12 (20-25) -16 (1-17)
John Batchelor	1-11 (1-24)
Theodus Perry	1-19
John J. Calhoun	1-23 (1-21)

(From depositions taken in Chicago, Illinois)

Ronald J. Drobny	1-99
Robert V. Wolf	1-13 (1-14), 15 (2-25) -19 (1-16), 34-53
Cleo Travis Harris	1-6 (1-10)

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* If can appear as a witness, deposition will not be offered.

John L. Garrett	1-3
Daniel J. Fryer	1-26
David Conner	1-13

(From depositions taken in Oklahoma City, Oklahoma)

D. N. Champlin	1-58 (1-6), 77 (8-25) -94 (1-21), 111-116 (1-14), 126 (7-25) -129 (1-4)
J. W. Walter	239-268 (1-20)
Don Capshaw	289 (23-25) -308

(From depositions taken in Dallas, Texas)

Robert Carlee Cathey	1-76 (1-19), 93-96 (1-18)
*Walter Jean Price	1-25 (1-17)
*Mrs. Iris G. Darden Hix (sic)	1-14 (1-13)
Murray W. Miller	1-27

(From depositions taken in San Antonio, Texas)

Robert M. Mitchell	1-22, 29 (21-25) -32 (1), 33 (1-19), 41 (15-25) -47 (1-22)
Foster Barnes	1-28 (1-24), 78-79 (1-12), 92 (11-25)
S. P. Walker	1-12 (1-15)
Guadalupe Martinez	1-13 (1-17)

* If can appear as a witness, deposition will not be offered.

(From depositions taken in Memphis, Tennessee)

Don Allen	1-18
*Arthur Leon Thornton	1-30 (1-15), 43 (12-24)
James Leon McNeal	1-23 (1-14)
*Fred Williams, Jr.	1-14
Clayborn Moman	1-21
David Warren Chase	1-18 (1-17), 20 (20-24) -26
James H. Walker	1-32
W. G. Gately	1-30
Fontaine Ernest Yount, Jr.	1-35
Charles Edwin Taylor	1-12
Robert T. Jones, Sr.	1-6 (1-20)
Robert N. Houston	1-2 (1-22), 10 (10-24) -24 (1-3)

(b) **Interrogatories**

The following interrogatories propounded by plaintiff to the defendant T.I.M.E. D.C., Inc. on March 29, 1971, and the answers thereto provided by the defendant company on May 25, 1971: Numbers 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 21, 22, 23, 24.

* If can appear as a witness, deposition will not be offered.

6. **Exhibits, Witnesses and Designated Portions of Depositions and Interrogatories to Be Used as Evidence by Each Party**

A. **Plaintiff** (See Attached)

B. **Defendant T.I.M.E.-DC, Inc.**

1. **Exhibits**

(Defendants' exhibits A through NN were marked for identification in conjunction with depositions taken in this case, and defendants' exhibits OO and PP were received at the oral hearing before the Court on the motion of defendants to dismiss. Exhibits QQ through SSS will be introduced at the trial in Lubbock, Texas.)

A Letter from Roy M. Wilson to Clarence Akes, Denver, Colorado inter-office correspondence of DC International, Inc. Subject: Lenard W. Harrison, dated April 16, 1968.

B Inter-office correspondence from C. W. Akes, Driver Supervisor, DC International, Inc., to L. E. Eichinger, Denver, Colorado, May 14, 1968. Subject: Lenard Harrison.

C Colorado Civil Rights Commission complaint of Earmitt Jones dated September 9, 1970.

D Letter from Colorado Civil Rights Commission dated May 12, 1969 to Mr. Jerome J. Pastwick.

E Inter-office memo from Clarence Guhl of T.I.M.E. Freight, Inc. to all division and department heads regarding equal employment opportunity, dated August 16, 1966, and statement of Loyd Lanotte, President, of company policy as to equal employment opportunity.

F Partial personnel record of George Taylor, Jr.

G Partial personnel record of George Taylor, Jr.

H Memorandum from Howard Reedy, Manager of Personnel and Training, DC International, Inc., to all terminal managers, dated March 14, 1967.

I Memorandum from Howard Reedy, Manager of Personnel and Training, DC International, Inc., to all terminal managers, dated June 28, 1968.

J Inter-office communication from O. M. Hendrickson, Presider Los Angeles-Seattle Motor Express, to all terminal managers, department managers and supervisors, dated April 24, 1967.

K Inter-office communication from Clarence Guhl, dated June 27, 1969, to all terminal managers, etc., containing statement of employment policy.

L Inter-office memo from Jeryl Johnson, Personnel Manager, T.I.M.E.-DC, Inc., to Vic Watkins, Terminal Manager, LOS terminal, Los Angeles, California, dated April 3, 1970, containing statement of T.I.M.E.-DC, Inc. employment policy and list of minority referral sources in Los Angeles.

M Accident record of Edgar C. Rudison, Los Angeles employee.

N Accident record of Elmer L. Banuelos, Los Angeles employee.

O Los Angeles-Seattle Motor Express, Inc. application for employment of Virgil Antonio Hardin, dated September 25, 1968.

P Warning notice to David O'Neal, Denver Chicago Trucking Co., Inc. employee, Los Angeles, California, dated October 23, 1964.

Q Warning notice to David O'Neal dated October 26, 1964.

R Letter to David O'Neal from DC International, Inc. Assistant Terminal Manager Ray C. Cloward, Los Angeles, California, dated October 17, 1966.

S Denver Chicago Trucking Company, Inc. employment application of David Ervin O'Neal, dated July . . , ...

T Accident record of James Alexander Floyd, Los Angeles employee.

U Employee vehicular accident history of James A. Floyd, dated January 4, 1966 and attached accident report.

V 14-page exhibit regarding T.I.M.E-DC's Nashville, Tennessee terminal and response to Item No. 12 to attachment to notice of depositions regarding the use made of minority employment sources by said terminal.

W Inter-office memorandum dated February 10, 1971 from Joe Crutchfield—Nashville, to Chuck Hutchinson, Lubbock General Office of T.I.M.E.-DC, Inc.

X 2-page document containing responses to Item 2 of attachment to notice of depositions regarding Nashville terminal and policies, procedures and standards, including testing, utilized by the corporation and its predecessor corporations for original hire and for transfer or promotion as to all jobs within the terminal.

Y 2-page document showing correspondence between Nashville shop superintendent and Nashville Auto-Diesel College, minority referral source, in April and May, 1967.

Z 2-page document showing correspondence between T.I.M.E.-DC shop superintendent at Nashville, Tennessee and Erskine W. Lytle, Jr., Contract Compliance Examiner, United States Post Office, Nashville, Tennessee, in February, 1968.

AA 1-page letter from K. Neil Gibbs, Terminal Manager, Nashville, Tennessee to Hershel Bond, Teamster Business Agent, Nashville, Tennessee.

BB Inter-office memo from E. C. Yost, T.I.M.E.-DC, Nashville, Tennessee, regarding employee Leonard Gibbs.

CC Letter from Frances E. Gaston, Contract Compliance Examiner, Atlanta, Georgia, to Jeryl Johnson, Personnel Director, T.I.M.E. Freight, Inc., Lubbock, Texas, dated June 2, 1970, with attachment.

DD Resignation notice of Jesse Goodman, Atlanta, Georgia, August 5, 1958.

EE Copy of letter from R. D. Gibson, Office Manager, T.I.M.E.-DC, Inc., Atlanta, Georgia, dated March 28, 1969 to Erskine Hawkins, Director of minority referral agency, ACEP-Project Ready, Atlanta, Georgia.

FF March 28, 1969 letter (copy) from R. D. Gibson, Office Manager, T.I.M.E.-DC, Inc., Atlanta, Georgia to minority referral agency, Clark College, Atlanta, Georgia, and similar letters to Morehouse College, Atlanta, Georgia, Atlanta University Center, Atlanta, Georgia, Atlanta School of Business, Atlanta, Georgia, Blayton Business College, Atlanta, Georgia, Extra Help, Inc., Atlanta, Georgia, ACEP-Project Ready, Atlanta, Georgia.

GG March 25, 1969 letter from C. W. Allison, Terminal Manager, to minority referral agency, The Atlanta Urban League, Inc., Atlanta, Georgia, and similar letters to Clark College, Atlanta, Georgia, Morehouse College, Atlanta, Georgia, Atlanta University Center, Atlanta, Georgia, Atlanta, Office of NAACP, Atlanta, Georgia, Atlanta School of Business, Atlanta, Georgia, Blayton

Business College, Atlanta, Georgia, Extra Help, Inc., Atlanta, Georgia, ACEP-Project Ready, Atlanta, Georgia.

HH Copy of article from **The Dallas Morning News,** Dallas, Texas, June 30, 1971, entitled "Group Said Unidentifiable" (Estes on Mexican-Americans).

II EEOC discrimination charge of Foster Barnes, San Antonio, Texas, dated July 6, 1970.

JJ Letter from Foster Barnes to Frank Rivas, Contract Compliance Officer, Post Office Department, San Antonio, Texas, dated August 11, 1970.

KK Letter and grievance report regarding Guadalupe Martinez, San Antonio, Texas employee, dated May 9, 1969.

LL Omit

MM Denver Chicago Trucking Company, Inc. application for employment of John B. Alley, Los Angeles, California employee.

NN T.I.M.E.-DC, Inc. inter-office memo listing names of individuals and experience with other companies, including Tooley, R., Spooner, D., etc.

OO United States map showing regular routes operated by T.I.M.E.-DC, Inc. in 1971, including identification of location of terminals and relay stations (identified in conjunction with motion to dismiss).

PP United States map showing T.I.M.E.-DC, Inc. terminals, sales offices and port gateways for international trade, as of 1971 (introduced in conjunction with motion to dismiss).

QQ History of Mergers Leading to Formation of T.I.M.E.-DC, Inc. in January, 1969 and Illustration of Terminal Duplications.

RR Series of Maps to Pictorially and Sequentially Show the History of Company Mergers Leading to the Formation of T.I.M.E.-DC, Inc.

SS Variances Between Various Labor Agreements to Which T.I.M.E.-DC is a Party Regarding Selected Contract Provisions.

TT Percentage and Absolute Increase (Decrease) in Total Employment and Minority Group Employment—T.I.M.E.-DC, Inc.—1967 through 1972.

UU Percentage and Absolute Increase (Decrease) in Total and Minority Group Employment—Ten Selected Terminal Locations where Depositions have been taken by Plaintiff in the Present Proceeding—T.I.M.E.-DC, Inc.—1967 through 1972.

VV Minorities as a Percentage of Total Employees as of December 31, 1971 System-Wide and for the Three Major Regional Areas by Job Category.

WW Minorities as a Percentage of New Employees hired in 1971 System-Wide and for the Three Major Regional Areas by Job Category.

XX Minorities as a Percentage of Total Employees used on a Casual Basis in 1971—System-Wide and for the Three Major Regional Areas by Job Category.

YY Minorities as a Percentage of Total Employees used on a Casual Basis in 1971 at Ten Selected Terminals where Depositions have been taken by Plaintiff in the Present Proceeding and the General Office by Job Category.

ZZ Line Driver Seniority Lists of Selected Terminals to Show Employees who came to Terminals as a Result of Change of Operations.

AAA Compilation of Selected Correspondence Involving T.I.M.E.-DC, Inc. And/Or its Predecessors' Personnel

and Federal Civil Rights Agencies and Minority Referral Sources.

BBB Charts and Graphs of Professor George Regarding Minority Groups Based on Demographic, Socio-Economic and T.I.M.E.-DC Employment Factors.

CCC Folio—Employment Patterns—All Minority Groups as a Percentage of Total Work Force at T.I.M.E.-DC, Inc.—1967 through 1972.

DDD Folio—Employment Patterns—Minorities as a Percentage of Total Work Force—Five Southwestern States—1967 through 1972.

EEE Folio—Employment Patterns—Persons of Spanish Surname in the Five Southwestern States as of December 31, 1971.

FFF Folio—Employment Patterns—Minorities as a Percentage of Total Work Force—Arizona, California, Colorado, Texas—1967 through 1972.

GGG B.L.S. Report No. 394 (Departments of Commerce & Labor) The Social and Economic Status of Negroes in the United States, 1970, pp. 6-7.

HHH U. S. Dept. of Labor, Bulletin No. 1511, June, 1966, "The Negroes in the United States," p. 43, and 1968 Annual Report, United States Civil Service Commission, "Challenge and Change," p. 77.

III Table 1-13, Dept. of Justice (June, 1965 and November, 1967), U. S. Civil Service Commission, "Study of Minority Group Employment in the Federal Government 1967," p. 15.

JJJ List of Personnel and Labor officers of T.I.M.E.-DC, Inc. and predecessors.

KKK Effective Earnings per hour of T.I.M.E.-DC, Inc. Employees at Four Terminals as of 3-13-71.

LLL Memphis Line Haul Accident Summary.

MMM 1971 Earnings of All Driver Employees at Selected Terminals.

NNN Relationship Between Safety Record and Over-the-Road Experience Prior to Employment.

OOO Letter dated April 26, 1971 addressed to Mr. Jim Frazier, Terminal Manager, Hayward, California terminal of T.I.M.E.-DC, Inc. from Richard H. Stinson.

PPP 1971 Earnings of All Driver Employees at Selected Terminals except those under $3,000.

2. **Witnesses**

(a) Roy M. Wilkins, President, T.I.M.E.-DC, Inc., Lubbock, Texas.

(b) G. J. Henry, Director of Labor Relations and Personnel, T.I.M.E.-DC, Inc., Lubbock, Texas.

(c) C. F. Hutchinson, Personnel Manager, T.I.M.E.-DC, Inc., Lubbock, Texas.

(d) Tobey Beck, T.I.M.E.-DC, Inc., Los Angeles, California.

(e) David R. Nagel, Personnel Manager, T.I.M.E.-DC, Inc., Los Angeles, California.

(f) Ned M. Rockwell, Line Driver Supervisor, T.I.M.E.-DC, Inc., Los Angeles, California.

(g) Verne L. Powell, Superintendent of Shop Maintenance, T.I.M.E.-DC, Inc., Los Angeles, California.

(h) Jack Starr, Assistant Terminal Manager, T.I.M.E.-DC, Inc., Los Angeles, California.

(i) Victor Watkins, T.I.M.E.-DC, Inc., Los Angeles, California.

(j) Anthony M. Lillywhite, Driver Supervisor, T.I.M.E.-DC, Inc., Los Angeles, California.

(k) C. W. Allison, Terminal Manager, T.I.M.E.-DC, Inc., Atlanta, Georgia.

(l) Jackson Bruce Stroud, Operations Manager, T.I.M.E.-DC, Inc., Atlanta, Georgia.

(m) Roy Walker, T.I.M.E.-DC, Inc., Dallas, Texas.

(n) Bob Dickins, T.I.M.E.-DC, Inc., Dallas, Texas.

(o) Robert Cathey, Terminal Manager, Dallas, Texas.

(p) Bart Barton O'Brien, Terminal Manager, T.I.M.E.-DC, Inc., Memphis, Tennessee.

(q) Neil Gibbs, Terminal Manager, T.I.M.E.-DC, Inc., Nashville, Tennessee.

(r) Dallas Ray Anderson, Regional Maintenance Manager, T.I.M.E.-DC, Inc., Nashville, Tennessee.

(s) Ron Drobney, Assistant Terminal Manager, T.I.M.E.-DC, Inc., Chicago, Illinois.

(t) Mary Castrale, T.I.M.E.-DC, Inc., Chicago, Illinois.

(u) Professor Clay George, Texas Tech University, Lubbock, Texas.

(v) Steven Sydbottom, Director of Claims and Safety, T.I.M.E.-DC, Inc., Lubbock, Texas.

(w) Dennis Anderson, Director of Transportation, T.I.M.E.-DC, Inc., Lubbock, Texas.

3. **Designated Portions of Depositions and Interrogatories**

(a) **Depositions**

Defendant T.I.M.E.-DC has previously submitted additional designated portions of depositions it wishes to rely on

under date of March 31, 1972, as well as agreeing to admission of certain summaries of depositions.

(b) **Interrogatories**

Defendant T.I.M.E.-DC wishes to designate the additional interrogatories propounded by Plaintiff to said Defendant on March 29, 1971 and the answers thereto provided by the Defendant company on May 25, 1971 as to numbers 9, 16, 18, 19, 20.

Matheson, Bieneman, Veale & Parr
Attorneys at Law
Suite 1700 - One Woodward Avenue
Detroit, Michigan 48226
Area Code 313-962-8920

March 31, 1972

Honorable Halbert O. Woodward
United States District Judge
United States District Court
Northern District of Texas
Post Office Box 2838
Lubbock, Texas 79408

Re: United States v. T.I.M.E.-DC, Inc., et al., United States District Court for the Northern District of Texas (Lubbock Division), Civil Actions Nos. 5-868 and 5-897.

Dear Judge Woodward:

Attached please find designated portions of depositions which Defendant T.I.M.E.-DC, Inc. plans to introduce at trial in the above actions. As indicated by Mr. Fenton in his letter of March

28, 1972, T.I.M.E.-DC is in agreement with Plaintiff that the summaries of 19 other depositions may be submitted in lieu of the depositions themselves; and that the summaries will be filed at the same time as the proposed pre-trial order.

Very truly yours,

MATHESON, BIENEMAN, VEALE
& PARR
/s/ ROBERT D. SCHULER

RDS:cm

Enclosures

cc: Messrs.
L. N. D. Wells, Jr.
William B. Fenton
C. F. Hutchinson
R. Ian Hunter

Additional Designated Portions of Depositions for Defendant T.I.M.E.-DC, Inc.

(From depositions taken in San Francisco, California)

Deposition of:	**T.I.M.E.-DC, Inc.'s Additional Depositions**
Albert M. Lamboy	32 (15-25) -40 (1-8), 44 (2-25) -54 (1-11)
George Larson	6 (20-25) -8 (1-21), 16 (7-25) -19 (1-11)
Ed Elsner	10 (20-25) -14 (6)
Bennie Whitfield	None
George W. Sullivan	24 (21-25) -31 (1-13)
Edward Titus	None

Deposition of:	**T.I.M.E.-DC, Inc.'s Additional Depositions**
Otis Zeno	14 (17-25) -21 (1-22), 40 (5-25) -62 (1-2)
Reuben A. Garcia	24 (15-25)
Roy M. Angelo	32 (2-25) -33 (1-12) 49 (22-25) -51 (1-18)
Carlton King	None

(From depositions taken in Denver, Colorado)

Roy M. Wilson	None
Roy M. Wilson (cont'd)	None
William E. Franzen	None
Veris Simms	None
Lenard Harrison	None
Feliberto Trujillo	None

(From depositions taken in Los Angeles, California)

David R. Nagel	All Cross-examination
Ned M. Rockwell	Entire Deposition
Anthony W. Lillywhite	All Cross-examination
Gene Shepherd	None
John Le Flore	23-30, 35-36
James Elroy Butler	45-49, 52-57
John T. Williams	None
Lyle West	All of Deposition
Thomas William White	All Cross-examination
Edgar Cornelius Rudison	All Cross-examination
Roy F. Patton	1-29
Elmer L. Banuelos	All Cross-examination

Deposition of:	T.I.M.E.-DC, Inc.'s Additional Depositions
William Thomas Simpson, Jr.	All Cross-examination
Virgil A. Hardin	10-20
Jose de Ramirez Almaraz	All Cross-examination
James Edward Neely	All Cross-examination
John Passi	All Cross-examination
David E. O'Neal	24-30
James Alexander Floyd	All Cross-examination
George Taylor	All Cross-examination
Marvin Richard Vestal	All Cross-examination
John B. Alley	All Cross-examination

(From Additional Depositions taken in Los Angeles, California)

David R. Nagel	1-22
Ned M. Rockwell	1-10
Verne L. Powell	1-22
Anthony W. Lillywhite	1-13
Jack Starr	1-21

(From depositions taken in Nashville, Tennessee)

Kenneth Neil Gibbs, Jr.	59 (11-25) -62 (1-25) All Cross-examination of R. D. Schuler 95-108 328-334
Dallas Ray Anderson	All Cross-examination of R. D. Schuler 145-152 157-158

Deposition of:	T.I.M.E.-DC, Inc.'s Additional Depositions
Lillard Jasper Hampton	162 (23-25) All Cross-examination of R. D. Schuler 163-164, 165 (12-22)
James Tilford Adamson, Jr.	None
James Garland Lail	None
James Earl Mince	189 (21-25) -193 (1-7) All Cross-examination of R. D. Schuler 193
Lee Francis Jones	202 (10-25) -203 (1-8) 206 (2-25) -208 (1-4)
Thomas Richard Johnson	None
Miller Joe Crutchfield	235 (19-25) -237 (1-16) 244 (7-15)
Henry L. Davis	None
Luther Alvin Watson	None
Raymond Leslie Rucker	None
Wallicia Quovadis Majors	None
Homer W. Burns	None
Levi Gant	None
William Edward Dobbin	None
James A. Keeling	405 (4-16)
James Wallace, Jr.	None
Kenneth Neil Gibbs, Jr. (II)	427-431 433 (19-25) -434 (1-18) 435 (3-25) -436 (1-22)
Dallas Ray Anderson (II)	438-447

(From depositions taken in Atlanta, Georgia)

Deposition of:	T.I.M.E. D.C., Inc.'s Additional Depositions
C. W. Allison	82 (18-25) -86 (1-19) 87 (12-25) -106 (1-16) 119 (13-25) -120 123 (22-25) -126 (1-16) 128-132 (1-17) 133 (20-25) -135 (1-16) 138 (18-25) -141 (1-25)
Roy D. Gibson	17 (24-25) -22 (1-4)
Grady A. Amos	None
Joe Amos	15 (16-25) -24 (1-20)
Theodus Perry	None
John J. Calhoun	None

(From depositions taken in Chicago, Illinois)

Ronald J. Drobny	None
Robert V. Wolf	Entire Deposition (1-64)
Cleo Travis Harris	All Cross-examination of R. D. Schuler (1-8)
John L. Garett	4-5, 15 (18-25) -17 (1-25)
Daniel J. Fryer	None
David Conner	None
Mary J. Castrale	1-26

(From depositions taken in Oklahoma City, Oklahoma)

Deposition of:	T.I.M.E. D.C., Inc.'s Additional Depositions
D. N. Champlin	Entire Deposition
J. W. Walter	269, 280-285, 287-288
Don Capshaw	Entire Deposition

(From depositions taken in Dallas, Texas)

Robert Carlee Cathey	Cross-examination of R. D. Schuler (76-89)
Walter Jean Price	Cross-examination of R. D. Schuler (25-38, 43-46)
Mrs. Iris G. Darden Hix (sic)	Cross-examination of R. D. Schuler (14-17)
Murray W. Miller	None
Robert Dickens	1-37

(From depositions taken in San Antonio, Texas)

Robert M. Mitchell	Entire Deposition
Foster Barnes	Entire Deposition
S. P. Walker	12-14
Guadalupe Martinez	13-16

Matheson, Bieneman, Veale & Parr
Attorneys at Law
Suite 1700 . . One Woodward Avenue
Detroit, Michigan 48226
Area Code 313-962-8920

April 3, 1972

Honorable Halbert O. Woodward
United States District Judge
United States District Court
P.O. Box 2838
Lubbock, Texas 79408

Re: United States v. T.I.M.E.-DC, Inc., et al., United States District Court for the Northern District of Texas (Lubbock Division), Civil Action Nos. 5-868 and 5-897

Dear Judge Woodward:

On March 31, 1972, we forwarded a list of additional designated portions of depositions that defendant T.I.M.E.-DC, Inc. plans to introduce at trial in the above actions. The undersigned did not have an opportunity to proofread the attachment prior to the mailing on March 31. There are several corrections that should be made; on each page the right-hand column should be titled "T.I.M.E.-DC, Inc.'s Additional Designations" instead of "T.I.M.E.-DC, Inc.'s Additional Depositions."

On the first page of the attachment we failed to list the names of Denver deponents Earmitt Jones and Jerome Pastwick. Their names should have appeared and the word "none" should have appeared after each of their names.

On page 5, the reference to depositions taken in Memphis, Tennessee was omitted. A substitute page 5 is here enclosed.

Very truly yours

MATHESON, BIENEMAN, VEALE & PARR
/s/ ROBERT D. SCHULER

RDS/bel

Enclosure

cc: Messrs. Wells, Fenton, Hutchinson and Hunter

(From depositions taken in Dallas, Texas)

Deposition of:	**T.I.M.E.-DC, Inc.'s Additional Designations**
Robert Carlee Cathey	Cross-examination of R. D. Schuler (76-89)
Walter Jean Price	Cross-examination of R. D. Schuler (25-38, 43-46)
Mrs. Iris G. Darden Hix (sic)	Cross-examination of R. D. Schuler (14-17)
Murray W. Miller	None
Robert Dickens	1-37

(From depositions taken in San Antonio, Texas)

Robert M. Mitchell	Entire Deposition
Foster Barnes	Entire Deposition
S. P. Walker	12-14
Guadalupe Martinez	13-16

(From depositions taken in Memphis, Tennessee)

Deposition of:	T.I.M.E.-DC, Inc.'s Additional Designations
Don Allen	None
Arthur Leon Thornton	Entire Deposition
James Leon McNeal	None
Fred Williams, Jr.	None
Clayborn Moman	None
David Warren Chase	None
James H. Walker	None
W. G. Gately	None
Fontaine Ernest Yount, Jr.	None
Robert T. Jones, Sr.	6(23-24), 8(1-4)
Robert N. Houston	2-10

C. **Defendants International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, International Association of Machinists and Aerospace Workers, AFL-CIO, and Local 480 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.**

2. **Witnesses**

Murray W. Miller, Dallas, Texas, or some other elected official of the International Brotherhood of Teamsters.

Ralph Dixon, or some other elected representative of the Southern Conference of Teamsters.

A representative of the Western Conference of Teamsters.

A representative of the Central Conference of Teamsters.

A representative of the Eastern Conference of Teamsters.

A representative of the Teamsters T.O.P. program in Los Angeles, California.

3. **Designated Portions of Depositions and Interrogatories**

(a) **Depositions**

Relevant cross-examination by Union counsel of each witness listed by plaintiff and defendant T.I.M.E. D.C.

(b) **Interrogatories**

Interrogatories of International Brotherhood of Teamsters and International Association of Machinists to plaintiff served on September 7, 1971, plaintiff's answers to these interrogatories, served on October 5, 1971, and plaintiff's supplemental answers to these interrogatories, served on January 12, 1972.

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS LUBBOCK DIVISION

(Title Omitted in Printing)

Nos. CA. 5-868 and CA. 5-897 (Consolidated)

Certificate to Proposed Pre-Trial Order

The attorneys for the parties state that they have conferred with each other on the matters included in the foregoing proposed Pre-Trial Order, that the stipulations therein are agreed

upon by the parties, and that the proposed Pre-Trial Order is submitted to the Court for entry. The estimated probable length of trial is two and one-half weeks.

WILLIAM B. FENTON
JOEL G. CONTRERAS
Attorneys
Department of Justice
Washington, D. C. 20530
Attorneys for Plaintiff

ROBERT D. SCHULER, R. IAN HUNTER, Esquires
MATHESON, BIENEMAN, VEALE & PARR
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One Woodward Avenue
Detroit, Michigan 48226
Attorneys for Defendant
T.I.M.E. D.C., Inc.

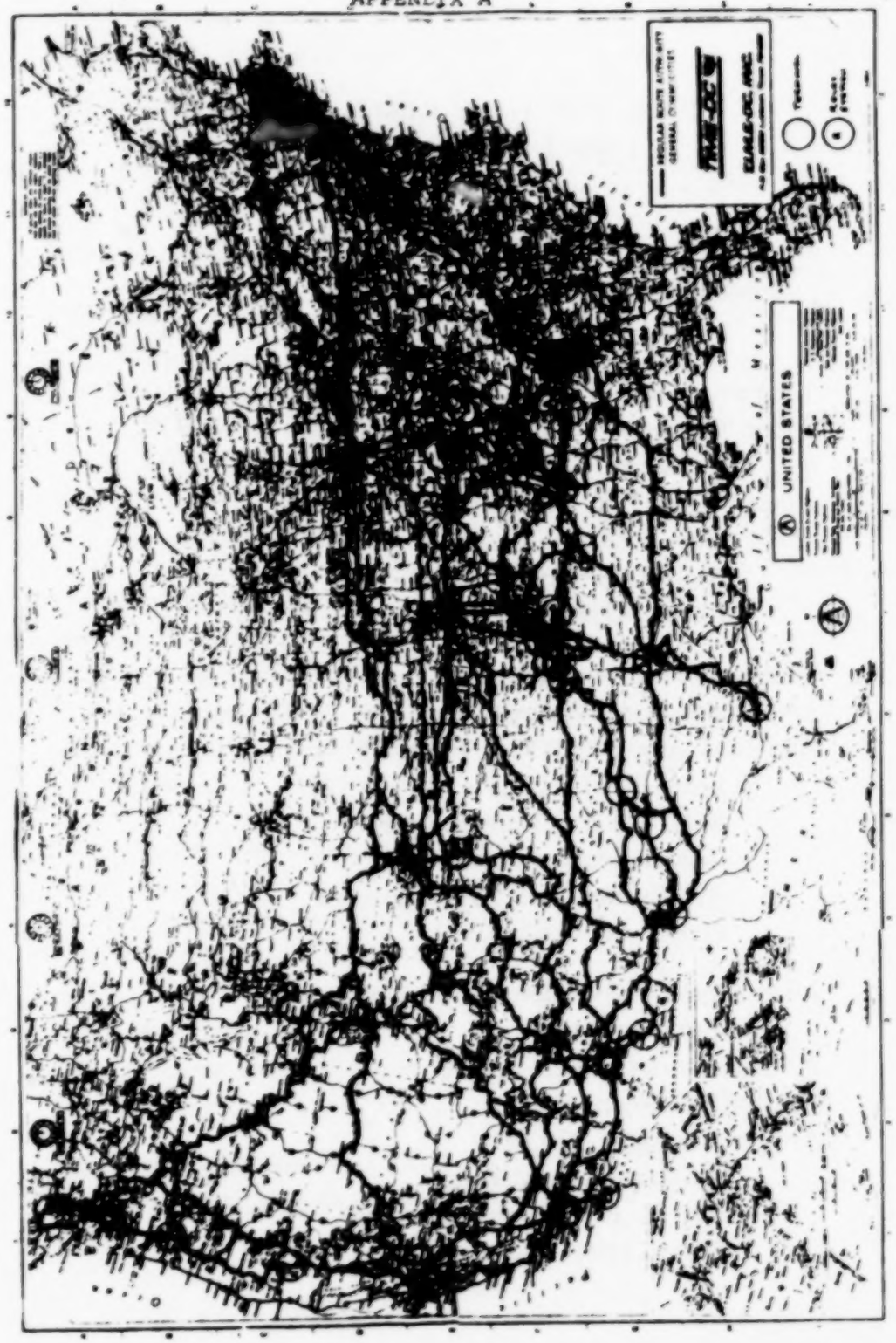
L.N.D. WELLS, JR., Esquire
MULLINAX, WELLS, MAUZY & BAAB, INC.
1601 National Bankers Life Building
Commerce & Ervay Streets
Dallas, Texas 75201
Attorneys for Defendants Teamsters, Machinists and Local 480 of Teamsters

Date: May 1, 1972

HALBERT O. WOODWARD
United States District Judge

APPENDIX A

[37] APPENDIX A [37]



APPENDIX B

Unions With Which T.I.M.E.-DC, Inc., Has Collective Bargaining Agreements

October 13, 1971

T.I.M.E.-DC, Inc.

Teamsters Local No. 294
Labor Temple
890 Third Street
Albany, New York 12205
Dock, Office
Nick Robilotto, President
Phone: (518) 489-5436

Teamster Local No. 728
2540 Lakewood Avenue, S.W.
Atlanta, Georgia 30315
Line, PU&D, Dock
Billy Walters, Business Agent
Weldon Mathis, President
Al Johnson, Secretary-Treasurer
Phone: (404) 622-0521

International Association of Machinists and Aerospace Workers
Atlanta District Lodge No. 46
157 Forsyth Street, S.W.
Atlanta, Georgia 30303
Mechanics—Servicemen
Roy M. Bond, Business Agent
Phone: (404) 523-6946

Teamsters Local No. 557
6000 Erdman Avenue
Baltimore, Maryland 21205
PU&D—Dock
Dan J. Mattio, Business Agent
Phone: (301) 485-9200

(Boston Terminal)

Teamsters Local No. 25
544 Main Street
Boston, Massachusetts 02129
PU&D—Dock
William J. McCarthy, President
Dan Halloran, Business Agent
Phone: (617) 241-8825

Teamsters Local No. 375
740 Seneca Street
Buffalo, New York 14210
PU&D—Dock
Stanley Clayton, President
Phone: ( ) 853-7014

International Association of Machinists
Lodge No. 1053
District Lodge No. 76
1218 Hotel Buffalo
Buffalo, New York
Mechanics
Nelson Duerr, Business Agent
Phone: ( ) 3-9218

Teamsters Local No. 515
4431 Bonny Oaks Drive
Chattanooga, Tennessee 37416

Line, PU&D, Shop, Office
David Halpenny, President
Bill Test, Line Business Agent
Johnny Edmonds, Dock, Office & Shop
Business Agent
Phone: (615) 622-1197

Teamsters Local No. 705
200 South Ashland Blvd.
Chicago, Illinois 60607
PU&D Drivers, Sales
Louis F. Peick, Secretary-Treasurer
Pete Janopoulous, Sales
Frank Kradke, Drivers
Phone: (312) 738-2800

Teamsters Local No. 710
4217 South Halsted Street
Chicago, Illinois 60609
Line, Dock, Spotters, Office
John Kelahan, President
W. Joyce, Secretary-Treasurer
Phone: (312) 254-3200

Teamsters Local No. 703
216 South Ashland Avenue
Chicago, Illinois 60607
Produce Drivers
M. J. Raimondi, Secretary-Treasurer
Phone: (312) 383-7285

International Association of Machinists
Local No. 701
133 South Ashland Avenue
Chicago, Illinois 60607
Mechanics
D. M. Burrows, President
Frank Laferno, Business Agent
Phone: (312) 738-0123

Building Service Employees International
Union No. 189
300 South Ashland Avenue, Suite 103
Chicago, Illinois 60607
Janitors
J. Kemp, President
Phone: (312) 829-0464

Teamsters Local No. 100
217 West 12th Street
Cincinnati, Ohio 45210
Line, PU&D—Dock, Shop
Ira L. Farmer, President
~~Hershel~~ O'Banion, Business Agent
Phone: (513) 721-2537

Teamsters Local No. 407
2070 East 22nd Street
Cleveland, Ohio 44115
PU&D—Dock
George Presser
Charles Moore
Phone: (216) 241-3746

Teamsters Local No. 745
1007 Jonelle Street
Dallas, Texas 75217
Dock, Office, Line, PU&D
W. L. Piland, Secretary-Treasurer
Phone: (214) 391-3187

(Decatur Terminal)

Teamsters Local No. 402
602 Geneva Avenue
Muscle Shoals, Alabama 35660
Line, PU&D
M. Gresham, President
Phone: (205) 383-2006

Office & Professional Employees International
Union Local No. 5, AFL-CIO
1520 High Street, Room 120
Denver, Colorado 80218
Office
John Mrozek, Business Agent
Phone: (303) 399-2593

International Association of Machinists and
Aerospace Workers
District Lodge No. 86 I.A.M.
360 Acoma Street, Room 314
Denver, Colorado 80223
Mechanics
Jim Duggan, Business Agent
Phone: (303) 744-3189

Teamsters Local No. 17
3245 Eliot Street
Denver, Colorado 80211
PU&D—Dock
Harry Marshall, Secretary-Treasurer
Charles Shadler, Business Agent
Phone: (303) 433-6496

Teamsters Local No. 961
3245 Eliot
Denver, Colorado 80211
Line, Automotive Service
Harry Bath, President
Phone: (303) 433-6348

Teamsters Local No. 299
2741 Trumbull Avenue
Detroit, Michigan 48216
PU&D—Dock, Office
R. McMaster
Phone: (313) 965-8750

Teamsters Local No. 941
6944 Commerce Avenue
El Paso, Texas 79915
Line, PU&D—Dock, Office
Joe Stovall, President
Phone: (915) 772-7437

Teamsters Local No. 215
216 North Fulton Avenue
Evansville, Indiana 47710
Line, PU&D—Dock, Office
Cliff Arden, President
James Foster, Secretary-Treasurer
Phone: (812) 425-5169

(Fountain Terminal)

Teamsters Local No. 146
702 S. Tejon
Colorado Springs, Colorado 80902
PU&D—Dock
Bob Menopace
John R. Dykes
Phone: (303) 632-1902

(Hammond—Special Commodities Div.)

Teamsters Local No. 612
125—57th Street, N.
Birmingham, Alabama 35212
Sam Webb, Business Agent
Phone: (205) 592-0302

(Hobbs Terminal)

Teamsters Local No. 492
108½ Yale Blvd., S.E.
Albuquerque, New Mexico 87106

PU&D—Dock
Glenn Jones
Phone: ( )

Teamsters Local No. 41
4501 Van Brunt Ext.
Kansas City, Missouri 64130
Line, PU&D—Dock, Office
Stanley W. Stanhope
Roy Williams
Phone: (816) 824-9310

International Association of Machinists Lodge 71
1113 E. 47th Street
Kansas City, Missouri 64110
Mechanics
Charles Patrick, Business Agent
Phone: ( )

Teamsters Local No. 552
4501 Van Brunt Ext.
Kansas City, Missouri 64130
Servicemen
T. B. McGinnis, Business Agent
Phone: (816) 531-7777

Teamsters Local No. 519
1328 Buchanan Street
Knoxville, Tennessee 37917
Line, PU&D—Dock
Hubert Payne, President
Phone: (615) 689-5427

Teamsters Local No. 878
6000 Patterson Avenue
P. O. Box 1238
Little Rock, Arkansas 72203

Line, PU&D—Dock
Odell Smith, President
Phone: (501) Locust 5-8455

Teamsters Local No. 180
1616 West Ninth Street
Los Angeles, California 90015
Line—Sleeper Drivers
Gene Shephard, Secretary-Treasurer
Phone: (213) 382-2395

Teamsters Local No. 224
1616 West Ninth Street
Los Angeles, California 90015
Line Singlemen Drivers
Robert Porter, Secretary-Treasurer
Phone: (213) 385-2025

Teamsters Local No. 208
1616 West Ninth Street
Los Angeles, California 90015
PU&D
Jim Easley, Secretary-Treasurer
Phone: (213) 381-3571

Teamsters Local No. 357
1616 West Ninth Street
Los Angeles, California 90015
Dock, Office
Barney Volkroff
Phone: (213) 381-3571

International Association of Machinists
Lodge No. 1186
214 South Loma Drive
Los Angeles, California 90026
Mechanics
Paul French. Gil Kurzband
Phone: (213) 483-6630

Teamsters Local No. 495
1616 West Ninth Street
Los Angeles, California 90015
Automotive Servicemen
Frank Hatfield, Jack Krasnick
Phone: (213) 381-3571

Teamster Local No. 89
3813 Taylor Blvd.
Louisville, Kentucky 40215
PU&D—Dock
Carl Rogers, Drivers Agent
Phone: (502) 368-5885

(Lubbock Terminal)

Teamsters Local No. 577
201 North Johnson Street
Amarillo, Texas 79107
Line, PU&D—Dock
E. J. Cherryhomes, President
Phone: (806) 373-4349

(Regular bid line drivers from LUB to ELP *only*)
Teamsters Local No. 941
El Paso, Texas
Teamsters Local No. 667
796 East Brooks Avenue
Memphis, Tennessee 38116
Line, PU&D, Shop, Office
C. H. Augustine, President
Phone: (901) 396-5331

Paris, Tennessee, Line, PU&D

Teamsters Freight Local No. 480
2913 Armory Drive
P. O. Box 8938
Nashville, Tennessee 37211

Line, PU&D, Shop, Office, Dock
Luther Watson, President
Phone: (615) 244-3122

(New York—Carteret, New Jersey)

Teamsters Local No. 560
707 Summit Avenue
Union City, New Jersey 07087
PU&D Drivers, Switchers, Office
Salvatore Provinzano, President
Phone: (201) 864-0051

(New York—Carteret, New Jersey)

Inland Terminal Workers Local No. 1730, ILA
265 West 14th Street
New York, New York 10011
Dock
Mike Walsh, President
John Walsh, Vice-President
Phone: (212) 924-4808

(North Bergen Terminal)

Teamsters Local No. 641
591 Summit Avenue, Room 600
Jersey City, New Jersey 07306
PU&D—Dock, Shop, Office
Mike Calabreese
Phone: (201) 795-0255

Teamsters Local No. 886
716 S. W. Third Street
Oklahoma City, Oklahoma 73125
Line, PU&D—Dock, Servicemen
K. R. Henderson, President
H. L. McDaniel, Secretary-Treasurer
Phone: (405) 236-1437

International Association of Machinists
Lodge No. 850
1644 N. W. Third Street
Oklahoma City, Oklahoma 73106
Mechanics
Ed Foster
Phone: (405) 235-4488

(Paris, Tennessee)

See: Memphis, Tennessee
Teamsters Local No. 107
105 Spring Garden Street
Philadelphia, Pennsylvania 19123
PU&D—Dock
John Cassidy
Phone: (215) 923-1480

Teamsters Local No. 104
1450 South 27th Avenue
Phoenix, Arizona 85009
Line, PU&D—Dock
B. M. Waggoner, Secretary-Treasurer
Horace Manning, President
Phone: (602) 252-9353

Servicemen—Local 274
Teamsters Local No. 81
1020 N. E. Third Street
Portland, Oregon 97222
Line, PU&D—Dock
Jack Alexander, Secretary-Treasurer
Phone: (503) 232-8171

Teamsters Local No. 223
1020 N. E. Third Street
Portland, Oregon 97222

Office
Lloyd Hildreth
Phone: (503) 232-8171

Teamsters Local No. 255
1020 N. E. Third Street
Portland, Oregon 97222
Servicemen
Larry Vance
Phone: (503) 232-8171

International Association of Machinists
Lodge No. 1005
310 Columbia, S. W.
Portland, Oregon 97201
Mechanics
Ralph Kauffman
Marvin Kelso, Business Agent
Phone: (503) 234-0968

Teamsters Local No. 150
2525 Stockton Blvd.
Sacramento, California 95817
PU&D—Dock, Office, Shop
Cecil Tobin, Business Agent
Phone: (916) 456-3812

(Sallisaw Relay)

Teamsters Local No. 373
4314 South Phoenix
P. O. Box 6268
Ft. Smith, Arkansas 72901
Line
Hoyle Sallis, President
Phone: (501) 646-1639

Teamsters Local No. 657
5626 Monterey
San Antonio, Texas 78237
PU&D—Dock, Office
Raymond Shafer
Phone: (512) 433-1405

Teamsters Local No. 542
4602 Mercury Street
San Diego, California
PU&D—Dock, Office
Norman (Blackie) Clark, Business Agent
Phone: (714) 278-1920

(San Francisco Terminal)

Teamsters Local No. 468
40 Hegenberger Pl.
Oakland, California 94621
Line
Al Applebaum, Secretary
Al Techiara, Business Agent
Phone: (415) 562-8713

Teamsters Local No. 70
70 Hegenberger Road
Oakland, California 94621
PU&D—Dock
James Menees
Phone: (415) 569-9317

Teamsters Local No. 856
25 Taylor Street, Room 700
San Francisco, California 94102
Office (Oakland)
Rudy Tham
Phone: (415) 474-0350

Teamsters Local No. 78
2315 Valdez
Oakland, California 94612
Servicemen
William York
Phone: (415) 638-4911

International Association of Machinists
Lodge 1546
10260 MacArthur Blvd.
Oakland, California 94605
Mechanics
DeWayne Williams
Nick Antone, Business Agent
Phone: (415) 638-6705

Teamsters Local No. 85
536 Bryant Street
San Francisco, California 94107
PU&D—Dock, Lumper
Tim Richardson
Phone: (415) 861-2912

Teamsters Local No. 741
552 Denny Way
Seattle, Washington 98109
Line, PU&D—Dock
Jerry Lavelle, Secretary
Phone: (206) 624-2085

Teamsters Local No. 154
552 John Street
Seattle, Washington 98109
Office
Rose Larson, Secretary
Phone: (206) 623-4730

Teamsters Local No. 44
552 Denny Way
Seattle, Washington 98109
Servicemen
E. R. Wainey
Phone: (206) 624-0580

International Association of Machinists
Lodge No. 289
1104 Mercer Street
Seattle, Washington 98121
Mechanics
Howard Hein
Phone: (206) 682-7230

Teamsters Local No. 245
1604 E. Kearney
Springfield, Missouri 65803
PU&D—Dock
Jim DeBerry
Phone: (417) 866-7206

Teamsters Local No. 600
303 South Grand Blvd.
St. Louis, Missouri 63103
Line, PU&D—Dock
Don Lane, President
Phone: (314) 289-2022

Teamsters Local No. 618
1641 Kingshighway, S.
St. Louis, Missouri 63110
Servicemen
Eddie Struckman, Business Agent
Phone: (314) 664-9800

Teamsters Local No. 688
1641 Kingshighway, S.
St. Louis, Missouri 63110
Office, Janitor
Robert Jackson
Phone: (314) 664-9800

International Association of Machinists
District No. 9, Lodge 777
12365 St. Charles Rock Road
Bridgeton, Missouri 63044
Mechanics
Tom Roach, Business Agent
Phone: ( ) 739-6200

Teamsters Local No. 439
1531 East Fremont Street
Stockton, California 95205
Line, PU&D—Dock, Office
Art Hardy, Secretary
Bob Plummer, Line Business Agent
Bill Dixon, PU&D Business Agent
Phone: (209) 466-0061

Teamsters Local No. 317
566 Spencer Street
Syracuse, New York 13204
PU&D—Dock
John Fortino, Business Agent
Phone: (315) 471-4164

Teamsters Local No. 20
435 South Hawley Street
Toledo, Ohio 43609
PU&D—Dock
Larry Steinberg
Phone: (419) 479-9561

Teamsters Local No. 310
20 West Flores
Tucson, Arizona 85705
PU&D—Dock
William McCollum, President
Phone: (602) 624-5262

Teamsters Local No. 523
123 West 11th Street
P. O. Box 1836
Tulsa, Oklahoma 74101
Line, PU&D—Dock
Charlie Harshfield
Phone: (918) 583-0440

Office & Technical Employees Local 15
S.T.E. 9, 246 East Broadway
Vancouver 10, B. C.
Office
Doug Gibson, Business Agent
Phone: (604) 874-5201

General Truck Drivers & Helpers Union
Local No. 31
490 East Broadway
Vancouver, B. C.
PU&D—Dock
S. B. Whitlock, President
Phone: (604) 874-3411

(Vinita Relay)

Teamsters Local No. 823
1601 Maiden Lane
P. O. Box 1299
Joplin, Missouri 64801
Line
Bill Kitts, President
Phone: (417) 623-0640

Teamsters Local No. 539
20 East Picadilly Street
Winchester, Virginia 22601
Line, Shop
Edsel Peacemaker, Secretary-Treasurer
Phone: (703) 662-4197

Teamsters Local No. 430
329 E. Poplar Street
York, Pennsylvania 17403
PU&D—Dock
William Billet
Phone: (717) 845-2731

(Yreka Terminal)

Teamsters Local No. 137
Drawer E
Marysville, California 95901
Line
Frank Woods
Phone: (961) 243-0232

(Orange, Conn. Terminal)

Teamsters Local No. 443
200 Wallace Street
New Haven, Connecticut 06511
Phone: ( )

(Providence, R. I. Terminal)

Teamsters Local 251
121 Brightridge Avenue
East Providence, Rhode Island 02914
Phone: ( )

List Showing, by Terminal and Job Classifications, the Local Union Which Represents T.I.M.E.-DC, Inc. Employees and the Applicable Collective Bargaining Agreement

Albany, New York

Road* Local 294, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 294, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division —Local Cartage Supplement—For the period of April 1, 1970 to June 30, 1973.

Office Local 294, I.B.T.

Office Employees Agreement—Truck Drivers Local No. 294 (Albany, New York), Affiliated with the International Brotherhood of Teamsters, Warehousemen and Helpers of America—For the period of August 1, 1970 to October 31, 1973.

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* Road drivers will not be domiciled in Albany until after January 1, 1972.

Atlanta, Georgia

Road Local 728, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 728, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 46, I.A.M.

Atlanta District Lodge No. 46 of the International Association of Machinists and Aerospace Workers—For the period of June 1, 1969 to May 31, 1972.

Baltimore, Maryland

Dock and City Local 557, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Maryland-District of Columbia Freight Council of the Eastern Conference of Teamsters—City Cartage Supple-

mental Agreement—For the period of April 1, 1970 to June 30, 1973.

Boston, Massachusetts

Dock and City Local 25, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New England Freight Supplement—For the period of April 1, 1970 to June 30, 1973.

Buffalo, New York

Dock and City Local 375, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division —Local Cartage Supplement—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Servicemen Lodge 1053, I.A.M.

Agreement between New York State Motor Truck Association Western Division and Auto Mechanics Lodge No. 1053, District No. 76—International Association of Machinists and Aerospace Workers, AFL-CIO, Buffalo, New York—For the period of April 1, 1970 to June 30, 1973.

Road* Local 375, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Chattanooga, Tennessee

Road Local 515, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 515, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Service Local 515, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, con-

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* Road drivers will not be domiciled in Buffalo until after January 1, 1972.

tract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Garage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 515, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Chicago, Illinois

Sales Local 705, I.B.T.

Local 705 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—Salesman and/or Freight Solicitors Agreement—For the period of October 1, 1969 to March 31, 1973.

City Local 705, I.B.T.

Joint Area Cartage Agreement—of—Local 705, I.B.T., Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union, Local No. 705, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to March 31, 1973.

Road Local 710, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, con-

tract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-The-Road Supplemental Agreement—Local Union 710 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to June 30, 1973.

Dock Local 710, I.B.T.

Labor Contract and Working Agreement covering Spotter, Fuelmen, Working Foremen, Dock, Tractor Drivers, Checkers, Stackers, Truckers, Wheelers and Hostlers—Employees of Common, Contract, and Private Carriers, Freight Forwarders and Carloading Companies and the Highway Drivers, Dockmen, Spotters, Rampmen, Meat, Packing House and Allied Products Drivers and Helpers, Office Workers and Miscellaneous Employees—Local Union 710 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to and including March 31, 1973.

Office Local 710, I.B.T.

Labor Contract and Working Agreement Covering Office and Miscellaneous Truck Terminal Employees—Highway Drivers, Dockmen, Spotters, Rampmen, Meat, Packing House and Allied Products Drivers and Helpers, Office Workers and Miscellaneous Employees, Local Union 710 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to and including March 31, 1973.

Mechanics and Servicemen Local 710, I.A.M.

Agreement covering Foremen, Mechanics, Helpers, Apprentices and all other employees coming under the juris-

diction of Automobile Mechanics Local No. 701, International Association of Machinists and Aerospace Workers, AFL-CIO—For the period of May 1, 1970 to April 30, 1973.

Janitors Local 189, S.E.I.U.

Agreement by and between Central Motor Freight Association, Inc. of Illinois and Motor Carrier Labor Advisory Council and Service Employees International Union, Local 189—For period of April 1, 1970 to and including March 31, 1973.

Cincinnati, Ohio

Road Local 100, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-The-Road Supplemental Agreement including Ohio Rider—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 100, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—Ohio Addendum—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Servicemen Local 100, I.B.T.

Cincinnati Garage Employees Agreement—Truck Drivers, Chauffeurs and Helpers Local Union No. 100, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to June 30, 1973.

Cleveland, Ohio

Road* Local 407, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 407, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—Ohio Addendum—For the period of April 1, 1970 to June 30, 1973.

Dallas, Texas

Road Local 745, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

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* Road drivers will not be domiciled in Cleveland until after January 1, 1972.

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 745, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 745, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Decatur, Alabama

Road Local 402, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 402, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Denver, Colorado

Dock and City Local 17, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 961 and 710, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-the-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

National Master Freight Agreement and Central States Area Over-the-Road Supplemental Agreement for the period of April 1, 1970 to June 30, 1973, and

Service Local 961, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 5—Office or Professional Employees International Union—AFL-CIO

Collective Bargaining Agreement by and between Office and Professional Employees International Union Local No. 5, AFL-CIO, Denver, Colorado, and Western Empire Operators Association, Denver, Colorado, for and on behalf of T.I.M.E.-DC, Inc. from October 1, 1969 to October 1, 1972.

Mechanics Lodge 86, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Detroit, Michigan

Dock and City Local 299, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Office Local 299, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Teamsters State of Michigan Office Workers Supplemental Agreement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

El Paso, Texas

Dock and City Local 941, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 941, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-the-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 941, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 941, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Evansville, Indiana

Road Local 215, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 215, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 215, I.B.T.

Uniform Office Clerical Agreement covering employees of private, common, contract and local cartage carriers within the jurisdiction of Chauffeurs, Teamsters, Warehousemen and Helpers, Local Union No. 215.

For the period of April 1, 1970 to June 30, 1973.

Fountain, Colorado

Dock and City Local 146, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Hammond, Indiana (Special Commodities Division)
Local 142, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Iron and Steel and Special Commodity Rider—For the period of April 1, 1970 to June 30, 1973.

Hayward, California (SFO)

Dock and City Local 70, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, con-

tract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Joint Council No. 7—Local Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.*

Road Local 468, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-The-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 78, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 856, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

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* Locals 70 and 85 assert that there has been no meeting of the minds with respect to the contract and have refused to sign it. The Employer follows the provisions of the unsigned contract.

Rider to Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 1546, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Lumpers (SFO) Local 85, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Joint Council No. 7—Local Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.*

Hobbs, New Mexico

Dock and City Local 492, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Kansas City, Missouri

Road Local 41, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 41, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 41, I.B.T.

Office Agreement with the Over-The-Road and City Transfer Drivers, Helpers, Dockmen, and Warehousemen, Local Union No. 41 of Kansas City, Missouri, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 778, I.A.M.

Kansas City Shop Contract for the period of June 1, 1970 to June 30, 1973, with District 71, Lodge 778, International Association of Machinists and Aerospace Workers, AFL.

Servicemen Local 552, I.B.T.

Kansas City Shop Contract for the period of June 1, 1970 to August 31, 1973 with Local Union Nos. 552 and 498,

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

Knoxville, Tennessee

Road Local 519, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 519, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Little Rock, Arkansas

Road Local 878, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 878, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Los Angeles, California (Two Terminals)

City Local 208, I.B.T.

National Master Freight Agreement—Covering over-the road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Dock Local 357, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 224 and 180

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-the-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 495, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 357, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 1186, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Louisville, Kentucky

Dock and City Local 189, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

The Louisville, Kentucky Rider to the Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Lubbock, Texas

Road Local 577, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 577, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Memphis, Tennessee

Road Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Service Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Garage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Nashville, Tennessee

Road Local 480, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 480, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Service Local 480, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Garage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 480, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Carteret, New Jersey (NYC)

City Local 560, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock Local 1730, I.L.A.

Contract between Inland Terminal Workers, Local 1730, I.L.A. and member Employers of the Motor Carriers Association of North Jersey and New York State Motor Truck Association, Inc. (Metro Division)—For the period of October 1, 1970 to July 31, 1973.

Office Local 560, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Office Employees Appendix to New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

North Bergen, New Jersey

Dock and City Local 641, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 641, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Office Employees Appendix to New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics Local 641, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Mechanics Appendix to New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Oklahoma City, Oklahoma

Road Local 886, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 886, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 850, I.A.M.

Lodge 850 of the International Association of Machinists and Aerospace Workers, Oklahoma City, Oklahoma—For the period of April 1, 1970 to July 1, 1973.

Service Local 886, I.B.T.

General Drivers, Chauffeurs and Helpers Local Union No. 886, Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America for the period of April 1, 1970 to July 1, 1973.

Orange, Connecticut

Dock and City Local 443, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New England Supplemental Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Paris, Tennessee

Road Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 667, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Philadelphia, Pennsylvania

Dock and City Local 107, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Philadelphia, Pennsylvania and Vicinity Local Cartage Supplement—For the period of April 1, 1970 to June 30, 1973.

Phoenix, Arizona

Dock and City Local 104, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—PickUp and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 104, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-The-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 274, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 519, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Portland, Oregon

Dock and City Local 81, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 81, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-the-Road Supplemental Agreement—Covering drivers employed by private, common and

contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 255, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 223, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 1005, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Providence, Rhode Island

Dock and City Local 251, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New England Supplemental Freight Agreement—For the period of April 1, 1970 to June 30, 1973.

Sacramento, California

Dock and City Local 150, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Office Local 150, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Sallisaw, Oklahoma

Road Local 373, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-the-Road Supplemental Agreement—for the period of April 1, 1970 to June 30, 1973.

San Antonio, Texas

Dock and City Local 657, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Local Freight Forwarding Pick-up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 657, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Office Clerical Employees Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

San Diego, California

Dock and City Local 542, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Cover-

ing drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Office Local 542, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Seattle, Washington

Dock and City Local 741, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 741, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-The-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Service Local 44, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Automotive Shop and Truck Servicing Supplemental Agreement for the period of April 1, 1970 to June 30, 1973.

Office Local 154, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Mechanics Lodge 289, I.A.M.

Western States Trucking Maintenance Agreement—International Association of Machinists and Aerospace Workers, AFL-CIO—May 1, 1971 to June 30, 1973.

Springfield, Missouri

Dock and City Local 245, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

St. Louis, Missouri

Road Local 600, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 600, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Office Local 688, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

St. Louis Office Employees Rider to the Central States Area Local Cartage Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics District No. 9, I.A.M.

Motor Carriers—Drayage and Cartage Garage Agreement —District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO, St. Louis, Missouri—For the period of July 1, 1970 to July 1, 1973.

Servicemen Local 618, I.B.T.

Motor Carrier—Service and Garage Agreement—Automotive, Petroleum and Allied Industries Employees Union, Local 618—Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America—For the period of April 1, 1970 to June 30, 1973.

Stockton, California

Dock and City Local 439, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Road Local 439, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-The-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Office Local 439, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, con-

tract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Office Employees Supplemental Agreement—Covering office employees by private and common and contract carriers for the period of April 1, 1970 to June 30, 1973.

Syracuse, New York

Dock and City Local 317, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

New York State Teamsters Joint Council Freight Division —Local Cartage Supplement—For the period of April 1, 1970 to June 30, 1973.

Toledo, Ohio

Dock and City Local 20, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Local Cartage Supplemental Agreement—Ohio Addendum—For the period of April 1, 1970 to June 30, 1973.

Tucson, Arizona

Dock and City Local 310, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, con-

tract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Pick-Up and Delivery Local Cartage Dock Workers Supplemental Agreement—Covering drivers employed by private, common, and contract carriers for the period of April 1, 1970 to June 30, 1973.

Tulsa, Oklahoma

Road Local 523, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Over-The-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Dock and City Local 523, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Southern Conference Area Local Freight Forwarding Pick-Up and Delivery Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Vancouver, B. C., Canada

Dock and City General Truck Drivers and Helpers Union Local 31

General Master Agreement with General Truck Drivers and Helpers Union, Local 31—For the period of January 1, 1971 through December 31, 1971.

Office Office and Technical Employees Union—Local 15

Canadian Motor Carriers Master Office Agreement with the Office and Technical Employees Union Local No. 15 —For the period of January 1, 1971 through December 31, 1973.

Vinita, Oklahoma (Relay)

Road Local 823, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central States Area Over-The-Road Supplemental Agreement including Ohio Rider—For the period of April 1, 1970 to June 30, 1973.

Winchester, Virginia

Road Local 539, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Virginia Freight Council Over-the-Road Supplemental Agreement—For the period of April 1, 1970 to June 30, 1973.

Mechanics and Service Local 539, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Virginia Freight Council Garage Supplemental Agreement —Garage Addendum—For the period of April 1, 1970 to June 30, 1973.

York, Pennsylvania

Road, City, and Dock Local 430, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Central Pennsylvania Over-the-Road and Local Motor Freight Supplemental Agreements—For the period of April 1, 1970 to June 30, 1973.

Yreka, California

Road Local 137, I.B.T.

National Master Freight Agreement—Covering over-the-road and local cartage employees of private, common, contract and local cartage carriers for the period of April 1, 1970 to June 30, 1973, and

Western States Area—Over-the-Road Supplemental Agreement—Covering drivers employed by private, common and contract carriers for the period of April 1, 1970 to June 30, 1973.

APPENDIX C

T.I.M.E.-DC, Inc. Location of Terminals and Other Facilities
Terminals—Freight Handling Facilities

Albany, New York
Atlanta, Georgia
Baltimore, Maryland
Boston, Massachusetts
Buffalo, New York
Chattanooga, Tennessee
Chicago, Illinois
Cincinnati, Ohio
Cleveland, Ohio
Dallas, Texas
Decatur, Alabama
Denver, Colorado
Detroit, Michigan
El Paso, Texas
Evansville, Indiana
Fountain, Colorado
Hammond, Indiana
Hobbs, New Mexico
Kansas City, Missouri
Knoxville, Tennessee
Little Rock, Arkansas
Los Angeles, California (LAX)
Los Angeles, California (LOS)
Louisville, Kentucky
Lubbock, Texas
Memphis, Tennessee
Nashville, Tennessee
New York City, New York (Carteret)
North Bergen, New Jersey
Oklahoma City, Oklahoma
Orange, Connecticut
Paris, Tennessee
Philadelphia, Pennsylvania
Phoenix, Arizona
Portland, Oregon
Providence, Rhode Island
Rochester, New York
Sacramento, California
San Antonio, Texas
San Diego, California
San Francisco, California
Seattle, Washington
Springfield, Missouri
St. Louis, Missouri
Stockton, California
Syracuse, New York
Toledo, Ohio
Tucson, Arizona
Tulsa, Oklahoma
Vancouver, B. C.
York, Pennsylvania

Total—51

Off-Line Sales Offices—Facilities Performing Sales Functions Only

Kalamazoo, Michigan
Montreal, Canada
Toronto, Canada

Total—3

Relay Stations—Line Driver Relay Stations With No Freight Handling Functions

Sallisaw, Oklahoma
Vinita, Oklahoma
Winchester, Virginia
Yreka, California

Total—4

General Office—General Accounting and Administrative Functions

Lubbock, Texas

Total—1

APPENDIX D

Pages 1-14, *infra*, of this Appendix consist of excerpts from the "Legislative History of Titles VII and XI of the Civil Rights Act of 1964" prepared by the United States Equal Employment Opportunity Commission and printed by the United States Government Printing Office. Pages 15-18, *infra*, of this Appendix consist of excerpts from the Congressional Record not found in the legislative history compiled by the EEOC.

A. Excerpts From the Legislative History Compiled by the EEOC

"3001. Part IV—Congressional Debate on Titles VII and XI

Introduction

"An important part of the legislative history of any statute is the congressional debate that preceded its adoption. Through a combination of extraordinary circumstances, however, the congressional debate that preceded the adoption of the Civil Rights Act of 1964, and particularly the Title VII equal employment opportunity provisions, assumed an almost overriding importance.

"The Title VII provisions that were adopted by the House and that were the subject of extensive discussion in the report of the House Judiciary Committee were modified substantially in the substitute measure adopted in the Senate. The substitute bill did not go through the usual comittee procedure. Instead, it was hammered out in informal bipartisan conferences, with Majority Leader Mansfield (D., Mont.), Minority Leader Dirksen (R., Ill.), and Senators Humphrey (D., Minn.) and Kuchel (R., Calif.) as the principals.

"As a result, there was no committee report on the Senate bill. Moreover, since the House then voted to accept the Senate bill without change, there was no Senate House conference report.

"With these usual guides to the legislative intent missing, the best available explanations of the intent behind the changes made by the Senate in the House bill are statements made at the opening of the Senate debate by Senators Dirksen (R., Ill.) and Humphrey (D., Minn.). Dirksen preceded his explanation

by an annotated text of the House bill showing the changes made by the Senate substitute.

"Also valuable in this respect are a comparative analysis of the two bills prepared by Congressman McCulloch (R., Ohio) and introduced into the Congressional Record by Senator Dirksen (R., Ill.) and a statement by Congressman Celler (D., N.Y.), floor manager for the bill in the House, explaining the changes made by the Senate in the House bill.

"So Part IV of this legislative history begins with the pertinent excerpts from the Dirksen-Humphrey statements, the comparative analysis of the Senate and House bills, and the Celler statement on the changes made by the Senate in the House bill. These are followed by three other statements of a general nature: (1) a bill introduced by Senators Clark (D., Pa.) and Case (R., N.J.) as a substitute for both the House bill and the Dirksen amendment; (2) an interpretative memorandum on Title VII submitted jointly by Senators Clark (D., Pa.) and Case (R., N.J.), as Senate floor managers of the House-approved bill; and (3) a response submitted by Senator Clark (D., Pa.) to a memorandum by Senator Dirksen (R., Ill.) asking questions relating to Title VII.

"3002.

"Following these major statements are excerpts from the congressional debate organized by subject matter. There are six principal sections: (1) Comparisons of Bills; (2) Constitutionality, (3) Coverage and Exemptions, (4) Discrimination Forbidden, (5) Enforcement and Administration, and (6) Title XI Provisions. But the debate in each section is organized under numerous subheadings.

"Preceding each excerpt is an editors' note explaining the relevance of the debate and a reference to the date and page

number of the bound Congressional Record where the excerpt appears. Three asterisks (* * *) are used to indicate the omission of extraneous text."

"3003. A. Major Congressional Statements.

Humphrey Explanation of Titles VII and XI

"Editor's Note: On June 4, 1964, Senator Humphrey (D., Minn.) presented to the Senate a detailed explanation of the changes made in the House bill (H.R. 7152) by Senate substitute amendment No. 656, the compromise worked out in a series of conferences among Senate leaders and Justice Department officials. The parts of the explanation relating to Titles VII and XI follow.

"Mr. Humphrey. * * *

"3005.

"Ninth. A new subsection 703(j) is added to deal with the problem of racial balance among employees. The proponents of this bill have carefully stated on numerous occasions that Title VII does not require an employer to achieve any sort of racial balance in his work force by giving preferential treatment to any individual or group. Since doubts have persisted, subsection (j) is added to state this point expressly. This subsection does not represent any change in the substance of the title. It does state clearly and accurately what we have maintained all along about the bill's intent and meaning."

"3009. Clark Response to Questions on Title VII

"Editor's Note: Early in the Senate debate on the House-approved bill (H.R. 7152), Senator Dirksen (R.,Ill.) submitted a memorandum questioning a number of provisions in the bill.

As one of the Senate floor managers of the bill, Senator Clark (D.,Pa.) prepared answers to the questions relating to Title VII. The text of the Clark response follows, except for questions and answers dealing with provisions that later were changed or deleted by the Senate substitute.

"3013. Mr. Clark. * * *

"Question: Would the same situation prevail in respect to promotions, when that management function is governed by a labor contract calling for promotions on the basis of seniority? What of dismissals? Normally, labor contracts call for 'last hired, first fired.' If the last hired are Negroes, is the employer discriminating if his contract requires they be first fired and the remaining employees are white?

"Answer: Seniority rights are in no way affected by the bill. If under a 'last hired, first fired' agreement a Negro happens to be the 'last hired,' he can still be 'first fired' as long as it is done because of his status as 'last hired' and not because of his race.

"Question. If an employer is directed to abolish his employment list because of discrimination what happens to seniority?

"Answer: The bill is not retroactive, and it will not require an employee to change existing seniority lists.

* * *

"Objection: Under the bill, employers will no longer be able to hire or promote on the basis of merit and performance.

"Answer: Nothing in the bill will interfere with merit, hiring, or merit promotion. The bill simply eliminates consideration of color from the decision to hire or promote.

"Objection: If the employer discharges a Negro, he must prove that the dismissal has nothing to do with race. When

an employer promotes or increases the pay of a white employee, he must show that he was not biased against the Negro worker who was not promoted.

"Answer: The Commission must prove by a preponderance that the discharge or other personnel action was because of race.

"Objection: The bill would require employers to establish quotas for nonwhites in proportion to the percentage of nonwhites in the labor market area.

"Answer: Quotas are themselves discriminatory."

"3039. Interpretative Memorandum on Title VII

"Editor's Note: On April 8, 1964, Senators Clark (D., Pa.) and Case (R., N.J.) introduced into the Congressional Record an interpretative memorandum on Title VII of the House-approved H.R. 7152, for which they were floor managers in the Senate. The text of the memorandum, with portions dealing with provisions later changed in the Senate substitute deleted, follows.

"Senate 4-8-64 pp. 7212-7215

"3040. * * *

"With the exception noted above [relating to communists], therefore, section 704 prohibits discrimination in employment because of race, color, religion, sex, or national origin. It has been suggested that the concept of discrimination is vague. In fact it is clear and simply has no hidden meanings. To discriminate is to make a distinction, to make a difference in treatment or favor, and those distinctions or differences in treatment or favor which are prohibited by section 704 are those which are based on any five of the forbidden criteria: race,

color, religion, sex, and national origin. Any other criterion or qualification for employment is not affected by this title.

"There is no requirement in Title VII that an employer maintain a racial balance in his work force. On the contrary, any deliberate attempt to maintain a racial balance, whatever such a balance may be, would involve a violation of Title VII because maintaining such a balance would require an employer to hire or to refuse to hire on the basis of race. It must be emphasized that discrimination is prohibited as to any individual. While the presence or absence of other members of the same minority group in the work force may be a relevant factor in determining whether in a given case a decision to hire or to refuse to hire was based on race, color, etc., it is only one factor, and the question in each case would be whether that individual was discriminated against.

* * *

"Title VII would have no effect on established seniority rights. Its effect is prospective and not retrospective. Thus, for example, if a business has been discriminating in the past and as a result has an all-white working force, when the title comes into effect the employer's obligation would be simply to fill future vacancies on a nondiscriminatory basis. He would not be obliged—or indeed, permitted—to fire whites in order to hire Negroes, or to prefer Negroes for future vacancies, or, once Negroes are hired, to give them special seniority rights at the expense of the white workers hired earlier (However, where waiting lists for employment or training are, prior to the effective date of the title, maintained on a discriminatory basis, the use of such lists after the title takes effect may be held an unlawful subterfuge to accomplish discrimination)."

"3061. B. Congressional Debate by Subject Matter

Comparison of Bills

"Editor's Note: Senator Holland (D., Fla.) explained the jury-trial and double-jeopardy amendments incorporated by the

Senate in the House-passed bill and discussed change made by the Dirksen-Mansfield substitute.

"Mr. Holland. * * *

"3062.

"Section 704(j) expressly provides that the title is not to be interpreted to require anyone to give preferential treatment to any individual or group because of race, color, religion, sex, or national origin, or to correct a racial or religious, and so forth, imbalance between the number of persons of a particular race, and so forth, employed by an employer and the total number of persons of that race, religion, and so forth, living in a particular community, State, or other area."

"3092.

"Editor's Note: During the debate in the Senate, Senator Clark (D., Pa.) undertook to rebut the charge that Title VII was intended to rob all Americans of important rights for the benefit of one segment of the population.

"Mr. Clark. * * *

"I was rather startled to hear my good friend from North Carolina make the statement, which I believe I took down accurately, that this was a title to rob all Americans of important rights for the benefit of one segment of the population.

"Mr. President, this title would not deprive anyone of any rights. All it does is to say that no American, individual, labor union, or corporation, has the right to deny any other American the very basic civil right of equal job opportunity.

"The bill does not make anyone higher than anyone else. It establishes no quotas. It leaves an employer free to select whomever he wishes to employ. It enables a labor union to admit anyone it wishes to take in. It tells an employment agency that it can get a job for anyone for whom it wishes to get a job."

"3187. Discrimination Forbidden: Quota Hiring

"Editor's Note: Senator Allott (R., Colo.) introduced an amendment making clear that Congress, in enacting Title VII, did not intend to impose a quota system on employers and unions to force them to overcome racial imbalance. The sense of his amendment was incorporated in the Dirksen-Mansfield compromise and appears in Section 703(j) of the Act.

"Mr. Allott. * * *

"The amendment (No. 568) is as follows:

"On page 42 between lines 16 and 17 insert the following:

'(f) The court shall not find, in any civil action brought under this title, that the respondent has engaged in or is engaging in an unlawful employment practice charged in the complaint solely on the basis of evidence that an imbalance exists with respect to the total number of percentage of persons of any race, color, religion, sex, or national origin employed by any employer, referred or classified for employment by any employment agency, admitted to membership, or [p. 3188] classified, by any labor organization, or admitted to, or employed in, any apprenticeship or other training program, in comparison with the total number or percentage of persons of such race, color, religion, sex, or national origin in any community, State, section, or other area, without supporting evidence of another nature that the respondent has engaged in or is engaging in such practice.'"

"3242.

"Editor's Note: In the course of the debate, Senator Hill (D., Ala.) charged that Title VII would undermine seniority rights, deny unions their representation rights under the Taft Hartley Act and the Railway Labor Act, and would impose the re-

quirement of racial balance. In rebuttal to these charges, Senator Clark (D., Pa.) placed in the record a letter from Walter Reuther, president of the Auto Workers, and a statement from the Department of Justice.

"Senate 2-8-64 pp. 7205-7207

* * *

"3244-3245.

"Mr. Clark: I have also had prepared by the Department of Justice a summary statement in rebuttal to the argument made by the Senator from Alabama [Mr. Hill] to the effect that Title VII would undermine the vested rights of seniority; that it would deny to unions their representation rights under the National Labor Relations Act and the Railway Labor Act; that the operation of Title VI would in some way affect adversely the rights of organized labor; and that Title VII would impose the requirement of racial balance.

"I submit that those assertions of the able Senator from Alabama are untenable.

"Mr. President, I ask unanimous consent that the rebuttal to the argument prepared at my request by the Department of Justice be printed in full in the Record at this point in my remarks.

"There being no objection, the statement was ordered to be printed in the Record as follows:

"Reply to Arguments Made by Senator Hill

"First, it has been asserted that Title VII would undermine vested rights of seniority. This is not correct. Title VII would have no effect on seniority rights existing at the time it takes effect. If, for example, a collective bargaining contract provides that in the event of layoffs, those who were hired last

must be laid off first, such a provision would not be affected in the least by Title VII. This would be true even in the case where owing to discrimination prior to the effective date of the title, white workers had more seniority than Negroes. Title VII is directed at discrimination based on race, color, religion, sex, or national origin. It is perfectly clear that when a worker is laid off or denied a chance for promotion because under established seniority rules he is 'low man on the totem pole' he is not being discriminated against because of his race. Of course, if the seniority rule itself is discriminatory, it would be unlawful under Title VII. If a rule were to state that all Negroes must be laid off before any white man, such a rule could not serve as the basis for a discharge subsequent to the effective date of the title. I do not know how anyone could quarrel with such a result. But, in the ordinary case, assuming that seniority rights were built up over a period of time during which Negroes were not hired, these rights would not be set aside by the taking effect of Title VII. Employers and labor organizations would simply be under a duty not to discriminate against Negroes because of their race. Any differences in treatment based on established seniority rights would not be based on race and would not be forbidden by the title.

"Second, it has been asserted that it would be possible to deny unions their representation rights under the National Labor Relations Act and the Railway Labor Act. This is not correct. Nothing in Title VII or anywhere else in this bill affects rights and obligations under the NLRA and the Railway Labor Act. The procedures set up in Title VII are the exclusive means of relief against those practices of discrimination which are forbidden as unlawful employment practices by sections 704 and 705. Of course, Title VII is not intended to and does not deny to any individual, rights and remedies which he may pursue under other Federal and State statutes. If a given action should violate both Title VII and the National Labor Relations Act, the National Labor Relations Board would

not be deprived of jurisdiction. To what extent racial discrimination is covered by the NLRA is not entirely clear. I understand that the National Labor Relations Board has presently under consideration a case involving the duties of a labor organization with respect to discrimination because of race. At any rate, Title VII would have no effect on the duties of any employer or labor organization under the NLRA or under the Railway Labor Act, and these duties would continue to be enforced as they are now. On the other hand, where the procedures of Title VII are invoked, the remedies available are invoked, the remedies available are those set out in section 707(c), injunctive relief against continued discrimination, plus appropriate affirmative action including the payment of backpay. No court order issued under Title VII could affect the status of a labor organization under the National Labor Relations Act or the Railway Labor Act, or deny to any union the benefits to which it is entitled under those statutes.

"Third, it has been asserted that the operation of Title VI will in some way affect the rights of organized labor. This is incorrect. Title VI deals with programs of Federal financial assistance. I know of no financial assistance rendered to labor organizations under the National Labor Relations Act or the Railway Labor Act, the Davis-Bacon Act, or the Walsh-Healey Act. These organizations benefit, as do all American workers, from the beneficent policies of these statutes, but there is no flow of cash, goods or credit from the Federal Government to these organizations and it is to such assistance that Title VI is directed. Title VI would no more authorize the suspension of a union's status as a collective bargaining agent because of discrimination than it would authorize the Bureau of Customs to stop collecting duty on goods competing with those produced by an employer who discriminates. There is simply no such authority anywhere in the bill.

"Finally, it has been asserted Title VII would impose a requirement for 'racial balance.' This is incorrect. There is no

provision, either in Title VII or in any other part of this bill, that requires or authorizes any Federal agency or Federal court to require preferential treatment for any individual or any group for the purpose of achieving racial balance. No employer is required to hire an individual because that individual is a Negro. No employer is required to maintain any ratio of Negroes to whites, Jews to gentiles, Italians to English, or women to men. The same is true of labor organizations. On the contrary, any deliberate attempt to maintain a given balance would almost certainly run afoul of Title VII because it would involve a failure or refusal to hire some individual because of his race, color, religion, sex, or national origin. What Title VII seeks to accomplish, what the civil rights bill seeks to accomplish is equal treatment for all.

"Mr. Clark: Mr. President, it is clear that the bill would not affect seniority at all. It would not affect the present operation of any part of the National Labor Relations Act or rights under existing labor laws. The suggestion that racial balance or quota systems would be imposed by this proposed legislation is entirely inaccurate.

* * *

"The businessman's personnel problems have not swollen to mammoth proportions, nor has he been forced to spend the best part of his time in court as an alternative to hiring every minority group member who presents himself for employment. His freedom is not restricted except for his freedom to be biased in his personnel policies. He is not hounded unjustly, as evidenced by the fact that discrimination actually has been found in about half the cases investigated."
"3259.

"Editor's Note: Senator Humphrey (D., Minn.) offered the following explanation of enforcement procedures under Title VII.

"Mr. Humphrey: * * *

"The title does not provide that any preferential treatment in employment shall be given to Negroes or to any other persons or groups. It does not provide that any quota systems may be established to maintain racial balance in employment. In fact, the title would prohibit preferential treatment for any particular group, and any person, whether or not a member of any minority group, would be permitted to file a complaint of discriminatory employment practices. The title does not provide for the reinstatement or employment of a person, with or without back pay, if he was fired or refused employment or promotion for any reason other than discrimination prohibited by the title. The title contains no provisions which would jeopardize union seniority systems, nor would anything in the title permit the Government to control the internal affairs of employers or labor unions.

"3283. Enforcement and Administration:

EEOC—Enforcement Powers, Procedures

"Editor's Note: In the following statement, Congressman Celler (D., N.Y.) sought to refute charges that the EEOC would have the power to prevent a business from employing and promoting the people it wished and that EEOC would have authority to rectify existing 'racial or religious imbalance.'

"Mr. Celler: • • •

"3284.

"It has been asserted also that the bill would destroy worker seniority systems and employee rights vis-a-vis the union and the employer. This again is wrong. The bill would do no more than prevent a union, as it would prevent employers, from discriminating against or in favor of workers because of their race, religion, or national origin.

"It is likewise not true that the Equal Employment Opportunity Commission would have power to rectify existing 'racial or religious imbalance' in employment by requiring the hiring of certain people without regard to their qualifications simply because they are of a given race or religion. Only actual discrimination could be stopped. And there is, of course, no provision whatever for depriving unions of the rights and benefits under existing law."

B. Excerpts From the Congressional Record Relating to the Phrase "Pattern or Practice" of Discrimination:

110 Con.Rec. 12722—Sen. Humphrey:

> ". . . in significant cases of discrimination in employment the United States would have adequate authority to initiate legal action."

110 Con.Rec. 14239—Sen. Humphrey:

> "It is meant to exclude action in sporadic instances of violation of rights which will be left to correction by individual complaints under other sections of these title. It would be clear that an establishment or employer that consistantly or avowedly denies rights under these titles is engaged in a 'pattern or practice of resistance.' "

110 Con.Rec. 14270—Sen. Humphrey:

> "Such a pattern or practice would be present only when the denial of rights consists of something more than an isolated sporadic incident, but is repeated, routine, or of a generalized nature. There would be a pattern or practice . . . if a company repeatedly and regularly engaged in acts prohibited by the statute. . . . The point is that single, insignificant, isolated acts of discrimination . . . would not justify a finding of a pattern or practice. . . ."

110 Con.Rec. 15895—Rep. Celler:

> "A pattern or practice of resistance would exist, for example . . . where a single company regularly refused to treat Negroes without discrimination. There would be no authority for the Attorney General to sue a single firm for an isolated or sporadic act of discrimination."

During hearings on the Voting Rights Act of 1957, the following colloquy between Senator McClellan and Deputy Attorney General Walsh over the meaning of the words "pattern" and "practice" indicates that, at that time at least, the Attorney General's office was familiar with the usual meaning of the words (H.R. 8601, 86th Cong., 2nd Sess. 68):

> "Sen. McClellan: Now, what constitutes a pattern?
>
> "Mr. Walsh: A pattern of discrimination would be discrimination that was widespread beyond an individual case. It would be the burden to be carried by an Attorney General which would be to prove this was the usual rather than the unusual situation.
>
> "Sen. McClellan: What constitutes a practice?
>
> "Mr. Walsh: Practice would be very much the same thing. Not only was it usual but it has been indulged—I mean, the words have their generic meaning; there is no word of art involved.
>
> "Sen. McClellan: To establish a practice there [sic] wouldn't there have to be repeated acts?
>
> "Mr. Walsh: I think that would be the general sense of it; yes, sir."

C. Excerpts From the Congressional Record Relating to Established Seniority, Racial Preferences and Racial Quotas:

110 Con.Rec. 1518—Rep. Celler:

> "Even then [after trial], the Court could not order that any preference be given to any particular race, religion or other group, but would be limited to ordering an end to discrimination."

110 Con.Rec. 1600—Rep. Minish:

> "Under Title VII . . . no quota system will be set up. . . ."

110 Con.Rec. 2558—Rep. Goodell:

> "There is nothing here as a matter of legislative history that would require racial balancing. * * * There is no quota involved."

110 Con.Rec. 12617—Sen. Muskie:

> "Title VII seeks to afford all American equal opportunity in employment without discrimination. * * * Not 'racial balance.' Only equal opportunity."

110 Con.Rec. 5808—Sen. Keating:

> ". . . no quota system is provided in the bill."

110 Con.Rec. 6549—Sen. Humphrey:

> "Contrary to the allegations of some opponents to this title, there is nothing in it that will give any power . . . to any court to require hiring . . . of employees in order to meet a racial 'quota' or to achieve a certain racial balance."

See also 110 Con.Rec. 5092, 5423 and 13088 where Senator Humphrey makes substantially similar statements.

110 Con.Rec. 7218—Sen. Clark:

"Quotas are themselves discriminatory."

110 Con.Rec. 8921—Sen. Williams:

". . . to hire Negro solely because he is a Negro is discrimination . . ."

110 Con.Rec. 9113—Sen. Keating:

"For . . . a court to order preferential treatment to a particular minority group would clearly be inconsistent with the guarantees of the Constitution."

110 Con.Rec. 9601—Sen. Fulbright:

After pointing out that no preferential treatment is contemplated, Senator Fulbright observed: "If discrimination is difficult to prove, it is doubly difficult to disprove."

110 Con.Rec. 11848—Sen. Humphrey:

"In fact, the title would prohibit preferential treatment for any . . . member of any minority group . . ."

110 Con.Rec. 12723—Sen. Humphrey:

"The proponents of this bill have carefully stated on numerous occasions that Title VII does not require an employer to achieve any sort of racial balance in his work force by giving preferential treatment to any individual or group. Since doubts have persisted, subsection (j) is added to state this point expressly."

110 Con.Rec. 13080—Sen. Clark:

"The bill * * * establishes no quotas."

110 Con.Rec. 14465—Bipartisan Civil Rights Newsletter No. 28 submitted by Sen. Hart:

"Under Title VII, not even a court, much less the commission, could order racial quotas . . ."

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS LUBBOCK DIVISION

(Title Omitted in Printing)

Filed May 1, 1972

D. Plaintiff's List of Persons for Whom It Is Seeking Individual Relief, Apart From Class Relief

Hayward, California Terminal (San Francisco)

Name	Relief Sought
Bennie Whitfield	Seniority as of February 4, 1969 for purposes of bidding on and holding a road driver or a city driver job, and back pay.
Richard H. Stinson	Seniority as of November 11, 1969 for purposes of bidding on and holding a road driver job, and back pay.
Otis Zeno	Assigned a truck-tractor of a working condition equivalent to those assigned to other city drivers who have assigned routes.

Denver, Colorado Terminal

Name	Relief Sought
Lenard Harrison	Seniority as of October 5, 1966 for purposes of bidding on and holding a road driver job, and back pay.
Ermitt Ceophalas Jones	Seniority as of October 15, 1970 for purposes of bidding on and holding a road driver job, and back pay.
Edgar L. Glenn	Offered the first salesman vacancy with an adequate probationary period, and back pay.
Jerome Pastwick	Seniority as of March 1965 for purposes of bidding on and holding a dockman job, and back pay.

Vernon and Montebello, California Terminals (Los Angeles)

Name	Relief Sought
James Edward Neely	Seniority as of April 23, 1966 for purposes of bidding on and holding a road driver job, and back pay.
William Thomas Simpson, Jr.	Seniority as of April 23, 1966 for purposes of bidding on and holding a road driver job, and back pay.
George Taylor	Seniority as of November 18, 1966 for purposes of bidding on and holding a road driver job, and back pay.
Marvin Richard Vestal	Seniority as of February 1, 1969 for purposes of bidding on and holding a road driver job, and back pay.

David E. O'Neal	Offered the first salesman vacancy with an adequate probationary period, and back pay.
Iris Darden Hicks	Seniority as of August 29, 1966 for purposes of bidding on and holding a billing clerk job, or offered the first equivalent office position at the Irving, Texas (Dallas) Terminal, and back pay.

Nashville, Tennessee Terminal

Name	Relief Sought
William Edward Dobbin	Seniority as of May 21, 1966 for purposes of bidding on and holding a dockman job, and back pay.
James Wallace, Jr.	Seniority as of November 2, 1965 for purposes of bidding on and holding a dockman or city driver job, and back pay.
Wallicia Quovadis Majors	Seniority as of March 11, 1969 for purposes of bidding on and holding an entry level clerical job, and back pay.

Oklahoma City, Oklahoma Terminal

Name	Relief Sought
J. W. Walters	Seniority as of September 28, 1968 for purposes of bidding on and holding a road driver job, and back pay.
Willie L. Henderson	Seniority as of September 11, 1970 for purposes of bidding on and holding a road driver job, and back pay.

Irving, Texas Terminal (Dallas)

Name	Relief Sought
Walter Jean Price	Seniority as of June 4, 1968 for purposes of bidding on and holding a city driver job, and back pay.
Raymond L. Castro	Seniority as of May 2, 1970 for purposes of bidding on and holding a dockman job, and back pay.
Michael Arriaga	Seniority as of May 21, 1970 for purposes of bidding on and holding a city driver job, and back pay.
Tereso J. Gonzales	Seniority as of August 19, 1970 for purposes of bidding on and holding a city driver job, and back pay.
Johnny G. Coronado	Seniority as of November 25, 1970 for purposes of bidding on and holding a city driver job, and back pay.
Harrell E. Holly	Seniority as of November 20, 1970 for purposes of bidding on and holding a road driver job, and back pay.

San Antonio, Texas Terminal

Name	Relief Sought
Foster Barnes	Seniority as of August 13, 1970 for purposes of bidding on and holding a city driver job, and back pay.
Guadalupe Martinez	Seniority as of May 10, 1968 for purposes of bidding on and holding

a road driver job at the Irving, Texas (Dallas) terminal, and back pay.

Memphis, Tennessee Terminal

Name	Relief Sought
Fred Williams, Jr.	Seniority as of July 20, 1969 for purposes of bidding on and holding a road driver job, and back pay.

Respectfully submitted

WILLIAM B. FENTON
JOEL G. CONTRERAS
Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)
Filed June 15, 1972

E. **Individuals for Whom Plaintiff Seeks Relief**

Pursuant to the request of the Court on May 12, 1972, plaintiff submits the names of those individuals for whom it seeks relief in these actions, the relief sought for each, and the reason that relief is sought.

Hayward, California Terminal

Job as of 3-31-71 and Name	Relief Sought	Reason
(Serviceman)		
J. F. Johnson	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for line driver job when hired, and not considered for transfer to that job thereafter.
(City Heavy Duty Driver)		
G. F. Navarro	" "	" "
(City Pick up and Delivery Driver)		
C. Cordova	" "	" "
C. King	" "	" "
J. R. Madrid	" "	" "
C. Rodriquez	" "	" "
L. D. Torres	" "	" "
J. B. Trujillo	" "	" "
(Dockman)		
A. Aguilar	" "	" "
H. M. Davis, Jr.	" "	" "
J. C. Keith	" "	" "
J. H. Munoz	" "	" "
J. Plasencia	" "	" "
T. B. Posada	" "	" "
P. C. Rivers	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
R. P. Santos	" "	" "
G. W. Sullivan	" "	" "
E. Tomlinson	" "	" "
(City Pick up and Delivery Driver)		
Otis Zeno	Assigned a truck-tractor of a condition equivalent to those assigned to other city drivers who have assigned routes.	He is the only city driver at the terminal who has an assigned route but who has not been given an assigned tractor.
(non-employees)		
Bennie Whitfield	Offered vacancy in line driver job on basis of a company seniority date of February 4, 1969, or a dockman or city driver job on basis of company seniority date of May 10, 1969, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job, or a dockman or city driver job, when one was filled after he applied.

Job as of 3-31-71 and Name	Relief Sought	Reason
Richard Stinson	Offered vacancy in line driver job on basis of a company seniority date of November 11, 1969, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied.
Denver, Colorado Terminal		
(Serviceman)		
E. Barr	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for line driver job when hired, and not considered for transfer to that job thereafter.
J. A. Brame	" "	" "
C. Cato	" "	" "
B. T. Chism	" "	" "
M. Craft	" "	" "
R. A. Fisher	" "	" "
R. Franklin	" "	" "
D. W. Gadison	" "	" "
E. E. Guerra	" "	" "
W. Henderson	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
H. H. Jefferson	" "	" "
E. Knight	" "	" "
F. Mallard	" "	" "
S. Moore	" "	" "
L. D. Parker	" "	" "
D. L. Patterson	" "	" "
G. L. Santifer	" "	" "
V. Sims	" "	" "
T. S. Stephens	" "	" "
C. Thorpe	" "	" "
(Serviceman-Tireman)		
M. Montoya	" "	" "
F. L. Parker	" "	" "
C. Threats	" "	" "
(City Heavy Duty Driver)		
B. Brito	" "	" "
R. Costillo	" "	" "
(City Pick up and Delivery Driver)		
H. Estrada	" "	" "
D. L. Henton	" "	" "
F. Fernandez	" "	" "
R. D. Robles	" "	" "
D. M. Simon	" "	" "
W. Taylor	" "	" "
G. E. Vigil	" "	" "
P. J. Vigil	" "	" "
(Dockman)		
F. H. Anderson	" "	" "
P. J. Crespin	" "	" "
H. Leslie	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
J. O. Ortega	" "	" "
J. N. Pina	" "	" "
J. L. Quintana	" "	" "
J. Sammon	" "	" "
M. Trujillo	" "	" "
F. Trujillo, Jr.	" "	" "
W. Vaughn	" "	" "
C. L. Veals	" "	" "
G. Williams	" "	" "
(Hostler)		
P. P. Hernandez	" "	" "
F. C. Ortega	" "	" "
(non-employees)		
Lenard Harrison	Offered vacancy in line driver job on basis of a company seniority date of October 6, 1966, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied (for initial employment).
Earmitt C. Jones	Offered vacancy in line driver job on basis of company seniority date of October 15, 1970, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied.

Job as of 3-31-71 and Name	Relief Sought	Reason
Jerome Pastwick	Offered first vacancy in dockman job on basis of his original seniority date of March 1965, with seniority as of that date for all purposes including bidding and layoff.	Dismissed for advising minorities of their rights under the collective bargaining agreement.
Vernon, California Terminal (Los Angeles)		
(Serviceman)		
R. Bracamontes	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for line driver job when hired, and not considered for transfer to that job thereafter.
J. H. Collins	" "	" "
W. Collins	" "	" "
M. Ezell, Jr.	" "	" "
J. H. Gambrell	" "	" "
T. Guidry	" "	" "
J. Kelley	" "	" "
E. E. Linarez	" "	" "
E. McGee	" "	" "
T. D. Purvis	" "	" "
C. Ramah	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
H. Rey	" "	" "
F. E. Robinson	" "	" "
C. B. Telles	" "	" "
K. L. Williams	" "	" "
(City Heavy Duty Driver)		
W. Atkins	" "	" "
M. O. Carrillo	" "	" "
C. Collins	" "	" "
M. T. Espinosa	" "	" "
J. A. Floyd	" "	" "
G. E. Freeny	" "	" "
T. J. Gaglio	" "	" "
A. A. Garcia	" "	" "
R. H. Harris	" "	" "
L. D. Hughey	" "	" "
H. R. Jimenez	" "	" "
F. T. Lara	" "	" "
E. E. Marquez	" "	" "
J. I. McIver	" "	" "
F. Mendivil	" "	" "
A. M. Moniz	" "	" "
R. F. Patton	" "	" "
W. Richards	" "	" "
E. C. Rudison	" "	" "
M. Serna, Jr.	" "	" "
D. J. Torres	" "	" "
D. J. Valenzuela	" "	" "
T. W. White	" "	" "
(City Pick up and Delivery Driver)		
W. E. Agee	" "	" "
W. Battle	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
G. Escajeda, Jr.	" "	" "
T. Espinosa	" "	" "
A. Guarrera	" "	" "
G. F. Haynes	" "	" "
A. Hernandez	" "	" "
J. High	" "	" "
W. G. Jenkins	" "	" "
J. V. Lopez	" "	" "
A. Martinez	" "	" "
M. D. Melenez	" "	" "
G. M. Miranda	" "	" "
J. R. Rivers	" "	" "
A. M. Rodriguez	" "	" "
F. G. Salinas	" "	" "
K. J. White	" "	" "
E. Zamarripa	" "	" "
J. Solis	" "	" "
(Dockman)		
J. E. Aurelio	" "	" "
H. Bausley	" "	" "
J. L. Bosques	" "	" "
S. Burton	" "	" "
L. A. Byers	" "	" "
R. G. Compos	" "	" "
A. Carlos	" "	" "
E. S. Castro	" "	" "
F. Cazares	" "	" "
J. Corley	" "	" "
M. B. Corona	" "	" "
I. E. Daniels	" "	" "
S. M. Davis	" "	" "
M. E. Dean	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
D. L. De Leon	" "	" "
J. S. Delgado	" "	" "
C. Edwards	" "	" "
J. A. Garcia	" "	" "
R. Garcia	" "	" "
R. E. Glenn, Jr.	" "	" "
S. A. Golden	" "	" "
R. L. Height	" "	" "
H. Herrera	" "	" "
J. Jefferson, Jr.	" "	" "
T. Jernigan	" "	" "
D. Johnson	" "	" "
G. E. Johnson	" "	" "
E. Jones	" "	" "
L. D. Jones	" "	" "
W. T. Jones, III	" "	" "
E. C. Macho	" "	" "
F. X. Martinez	" "	" "
J. L. Melero	" "	" "
E. D. Molina	" "	" "
A. Montijo	" "	" "
H. F. Navarro	" "	" "
H. B. Nettles	" "	" "
D. E. O'Neal	" "	" "
L. A. Palacio	" "	" "
J. F. Pandolfo	" "	" "
O. Pantoja, Jr.	" "	" "
B. Ponce, Jr.	" "	" "
A. C. Porter	" "	" "
R. J. Quevedo	" "	" "
M. Ramirez	" "	" "
J. Ramos	" "	" "
H. L. Reed	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
W. J. Roddie	" "	" "
R. H. Rodriquez	" "	" "
J. L. Smith	" "	" "
J. Talamantes	" "	" "
J. Taylor	" "	" "
R. Tellez	" "	" "
F. Thompson	" "	" "
J. Thompson	" "	" "
G. L. Torres	" "	" "
J. F. Torres	" "	" "
S. Tussey	" "	" "
J. L. Walters	" "	" "
R. E. Washington	" "	" "
R. A. Wesley	" "	" "
A. L. Williams (1951)	" "	" "
H. Woodson	" "	" "
F. Wright, Jr.	" "	" "
A. L. Williams (1956) (Hostler)	" "	" "
W. Davis	" "	" "
H. Freeny	" "	" "
L. Henderson	" "	" "
C. Merrill	" "	" "
(Dockman, also listed above)		
David E. O'Neal	Offered first vacancy in salesman job, with adequate probationary period.	Not considered for salesman job when he applied in 1965 or 1966.

Job as of 3-31-71 and Name	Relief Sought	Reason
(non-employees)		
James E. Neely	Offered vacancy in line driver job on basis of a company seniority date of June 24, 1966, and, if qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied.
William T. Simpson, Jr.	Offered vacancy in line driver job on basis of a company seniority date of June 24, 1966, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied.
George Taylor	Offered vacancy in line driver job on basis of a company seniority date of November 18, 1966 and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied (for initial employment).
Marvin R. Vestal	Offered vacancy in line driver job on basis of a company seniority date of February 1, 1969 and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when one was filled after he applied.

Job as of 3-31-71 and Name	Relief Sought	Reason
(Serviceman)		
Mrs. Iris Darden Hicks	Offered first vacancy in billing clerk job with a company seniority date of August 29, 1966 for all purposes including bidding and layoff, or, at Mrs. Hicks' option, offered the first vacancy in an equivalent office position at the company's Irving, Texas terminal	Not given promised training in billing clerk job, subjected to harassment, and dismissed from that job because of her race.
Montebello, California Terminal (Los Angeles)		
T. P. Escalera	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for line driver job when hired, and not considered for transfer to that job thereafter.
T. O. Gastelo	" "	" "
F. S. Herrera	" "	" "
I. V. Vasquez	" "	" "
J. Vasquez	" "	" "
(City Heavy Duty Driver)		
J. D. Almarez	" "	" "
E. L. Banuelos	" "	" "
R. T. Nebo	" "	" "
J. Passi	" "	" "

Job as of 3-31-71 and Name	Relief Sought		Reason	
R. J. Phillips	"	"	"	"
J. Plant, Jr.	"	"	"	"
A. B. Sotelo	"	"	"	"
J. B. Sotelo	"	"	"	"
W. B. Turner	"	"	"	"
(City Pick up and Delivery Driver)				
J. R. Castanon	"	"	"	"
G. Cooper	"	"	"	"
A. Dominguez	"	"	"	"
A. Gomez	"	"	"	"
A. R. Gomez	"	"	"	"
V. A. Hardin	"	"	"	"
R. Parral	"	"	"	"
M. S. Portugal	"	"	"	"
A. H. Solorzano	"	"	"	"
L. E. Villa	"	"	"	"
C. E. Walter	"	"	"	"
G. G. Welsh	"	"	"	"
(Dockman)				
F. D. Blanco	"	"	"	"
N. Cantu	"	"	"	"
J. S. Cuevas	"	"	"	"
W. E. Ellis	"	"	"	"
R. Flores	"	"	"	"
W. J. Gonsalves	"	"	"	"
F. Hasson, Jr.	"	"	"	"
D. A. Hernandez	"	"	"	"
T. A. Madrid	"	"	"	"
E. Martinez	"	"	"	"
A. Newsom	"	"	"	"
A. B. Rodriguez	"	"	"	"

Job as of 3-31-71 and Name	Relief Sought		Reason	
E. W. Turner	"	"	"	"
R. R. Williams	"	"	"	"
W. M. Williams	"	"	"	"
(Hostler)				
R. Montelongo	"	"	"	"
I. M. Villarruel	"	"	"	"
Nashville, Tennessee Terminal				
(Serviceman)				
A. M. Bender	(1) Offered vacancy in mechanic, line driver, dockman, city driver and hostler jobs on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff; (2) provided training for mechanic job if he desires to qualify for that job; (3) offered vacancy in supervisor job for which qualified.		Not considered for jobs of mechanic, line driver, dockman, city driver or hostler when hired, and not considered for transfer to those jobs thereafter; not provided training for mechanic or considered for promotion to supervisor.	
J. Bradley	"	"	"	"
J. E. Buchanan	"	"	"	"
S. Burks	"	"	"	"
C. Collier	"	"	"	"
H. L. Davis	"	"	"	"

Job as of 3-31-71 and Name	Relief Sought	Reason
S. W. Gordon	" "	" "
T. R. Johnson	" "	" "
J. A. Keeling	" "	" "
R. L. Rucker	" "	" "
A. Smith	" "	" "
M. Washington, Jr.	" "	" "
J. E. Winfrey	" "	" "
(Serviceman-Tireman)		
L. Gant	" "	" "
L. F. Jones	" "	" "
R. L. Williams	" "	" "
(non-employees)		
William E. Dobbin	Offered vacancy in a dockman job on basis of a company seniority date of May 21, 1966, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a dockman job when one was filled after he applied.
James Wallace, Jr.	Offered vacancy in a dockman or city driver job on basis of a company seniority date of November 2, 1965, and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not considered for a dockman or city driver job when one was filled after he applied.

Job as of 3-31-71 and Name	Relief Sought	Reason
Atlanta, Georgia Terminal		
(City Pick Up and Delivery Driver)		
G. A. Amos	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to use a seniority date of August 2, 1958 in that job for all purposes, including bidding and layoff.	Not considered for a line driver job when such jobs were filled by employees from the city classifications at the terminal, after a line driver operation was established there.
J. Amos	" "	" "
C. F. Bankston	" "	" "
J. J. Calhoun	" "	" "
W. Laney	" "	" "
R. Parks	" "	" "
R. R. Tucker	" "	" "
(Dockman)		
E. Franklin	" "	" "
W. Minniefield	" "	" "
P. Rucker (1948)	" "	" "
P. Rucker (1951)	" "	" "
(Hostler)		
B. F. Lee	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
(City Pick up and Delivery Driver)		
J. Batchelor	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for a line driver job when hired, and not considered for transfer to that job thereafter.
W. Heath	" "	" "
T. Perry	" "	" "
(Dockman)		
T. E. Perry	" "	" "
(Hostler)		
J. Banks	" "	" "

Chicago, Illinois Terminal

(Serviceman-Tireman)		
J. Anderson	Offered vacancy in city driver and line driver jobs on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for jobs of city driver and line driver when hired, and not considered for transfer to that job thereafter.
H. Christmas	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
(Dockman)		
F. E. Alfaro	" "	" "
J. Cerda	" "	" "
H. G. Cuevas	" "	" "
M. Gomez	" "	" "
M. Guerrero	" "	" "
O. R. Mendoza	" "	" "
F. Rangel, Jr.	" "	" "
(Janitor-Maintenance Man)		
D. Conner	" "	" "
H. Guyse	" "	" "
C. McDalton	" "	" "
A. Austin	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
L. Ware	" "	" "

Oklahoma City, Oklahoma Terminal

(Serviceman)		
D. M. Blanton	" "	" "
A. M. Castillo	" "	" "
T. Jordan, Jr.	" "	" "
J. S. Mojica	" "	" "
D. Smith	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
(non-employee)		
J. W. Walter	Offered vacancy in line driver job on basis of a company seniority date of March 1, 1969 and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	Not given objective consideration for job of line driver, subjected to harassment, and dismissed from that job because of his race.
Irving, Texas Terminal (Dallas)		
(City Pick up and Delivery Driver)		
O. Barber	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
San Antonio, Texas Terminal		
(non-employee)		
Foster Barnes	Offered a vacancy in a city driver or	Not hired as a regular

Job as of 3-31-71 and Name	Relief Sought	Reason
	dockman job on basis of a company seniority date of August 13, 1970 and, if found qualified, to use that seniority date in that job for all purposes, including bidding and layoff.	city driver or dockman because of his race.
Memphis, Tennessee Terminal		
(City Pick up and Delivery Driver)		
G. W. Fisher	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter until December 1968.
A. Henderson	" "	" "
L. Jones	" "	" "
J. L. McNeal	" "	" "
R. D. Parker	" "	" "
D. C. Robinson	" "	" "
R. Sanders	" "	" "
L. R. Taylor	" "	" "
J. H. Walker	" "	" "
F. Wighley	" "	" "
J. Wiley	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
(Dockman)		
E. E. Ballard	" "	" "
J. Glasper	" "	" "
W. H. Harrison	" "	" "
C. Momon	" "	" "
M. Smith	" "	" "
S. Wilburn	" "	" "
C. Woods	" "	" "
J. R. Woods	" "	" "
(Hostler)		
R. T. Jones	" "	" "
S. Murry	" "	" "
(City Pick up and Delivery Driver)		
R. D. Campbell	Offered vacancy in line driver job on basis of a seniority date of August 9, 1958, and, if found qualified, to take that seniority date to that job for all purposes, including bidding and layoff.	Not allowed to transfer from city classification to line driver after August 8, 1958 because the company stopped all such transfers after that date and until December 1968 rather than permit black employees in city classification with more seniority to so transfer.

Job as of 3-31-71 and Name	Relief Sought	Reason
W. G. Gately	" "	" "
B. B. Hodges	" "	" "
O. Holcomb	" "	" "
A. C. Taylor	" "	" "
(Dockman)		
J. L. Benefield	" "	" "
J. L. Boudreaux	" "	" "
W. G. Bryan	" "	" "
H. S. Holliday	" "	" "
T. Luttrell	" "	" "
O. McElroy	" "	" "
L. E. Nichols	" "	" "
J. W. O'Neill	" "	" "
O. L. Shaw	" "	" "
P. C. Thomas	" "	" "
J. Williamson	" "	" "
(Line Driver)		
A. L. Thornton	Permitted to use his original company seniority date in the job of line driver for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter until December 1968.
C. Taylor	" "	" "
C. Glover	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
B. Wilbanks	Permitted to use a seniority date of August 9, 1958 in the job of line driver for all purposes, including bidding and layoff.	Not allowed to transfer from city classification to line driver after August 8, 1958 and until December 1968 because the company stopped all such transfers after August 8, 1958 and until December 1968 rather than permit black employees in city classification with more seniority to so transfer.
F. Yount	"	"
H. Kelley	"	"
G. Jacques	"	"
(non-employee)		
Fred Williams, Jr.	Offered vacancy in a line driver job on basis of a company seniority date of July 25, 1969 and, if found qualified, to use that seniority date in	Not considered for a regular line driver job because of his race when one was filled

Job as of 3-31-71 and Name	Relief Sought	Reason
	that job for all purposes, including bidding and layoff.	by a new hire after he was employed as a casual; subjected to harassment and not recalled for casual work.
Phoenix, Arizona Terminal		
(Serviceman)		
W. E. Conner	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
(City Heavy Duty Driver)		
G. Amaya	"	"
P. Estrada	"	"
A. M. Villarreal	"	"
(City Pick up and Delivery Driver)		
M. L. Cobb	"	"
D. E. Lechuga	"	"

Job as of 3-31-71 and Name	Relief Sought	Reason
(Dockman)		
I. W. Jackson	" "	" "
J. E. Young	" "	" "
Lubbock, Texas Terminal		
(Serviceman)		
H. De La Rosa	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
A. Larkin	" "	" "
(Dockman)		
T. Lewis	" "	" "
Chattanooga, Tennessee Terminal		
(Serviceman)		
C. E. Jenkins	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.

Job as of 3-31-71 and Name	Relief Sought	Reason
(Dockman)		
J. Gates	" "	" "
J. C. Grayson	" "	" "
R. J. Moorer	" "	" "
Paris, Tennessee Terminal		
(Dockman)		
J. Littleton, Jr.	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
Cincinnati, Ohio Terminal		
(City Pick up and Delivery Driver)		
E. Howard	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.

Job as of 3-31-71 and Name	Relief Sought	Reason
Kansas City, Missouri Terminal		
(Serviceman)		
I. Jackson	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
N. O. Pinon	" "	" "
Knoxville, Tennessee Terminal		
(Dockman)		
L. R. Chandler	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
F. R. Davis	" "	" "
C Wadley	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
Portland, Oregon, Terminal		
(Serviceman)		
C. G. Dorsey	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
W. L. Moore	" "	" "
(City Pick up and Delivery Driver)		
A. R. Coca	" "	" "
St. Louis, Missouri Terminal		
(Dockman)		
G. Brock	Offered vacancy in line driver job on basis of his company seniority date, and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
H. L. Thorpe, Jr.	" "	" "

Job as of 3-31-71 and Name	Relief Sought	Reason
Seattle, Washington Terminal		
(Serviceman)		
G. W. Hendricks	Offered vacancy in line driver job on basis of his company seniority date and, if found qualified, to take his seniority to that job for all purposes, including bidding and layoff.	Not considered for job of line driver when hired, and not considered for transfer to that job thereafter.
(Serviceman-Tireman)		
D. Hernandez	" "	" "
(Dockman)		
O. I. Braswell	" "	" "
C. R. Timmons	" "	" "

Note: The names of the above individuals were taken from plaintiff's exhibit 204, which is a printout of the company's employees as of March 31, 1971, and various seniority rosters which are in evidence.

Respectfully submitted

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Department of Justice
Washington, D. C. 20530
Attorneys for Plaintiff

III

JUDGMENT, ORDER OR DECISION IN QUESTION

The following Opinions and Orders of the United States Court of Appeals for the Fifth Circuit and the United States District Court for the Northern District of Texas are printed in a separate bound Appendix to the Petition for Writ of Certiorari in case No. 75-636. See the following reprint of the Index to the above Appendix for page references.

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1975

No. 75-636

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
Petitioner,

vs.

UNITED STATES OF AMERICA,
Respondent.

APPENDIX TO PETITION FOR CERTIORARI

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Note—Pages 227-268 of this Appendix were originally designated for these Opinions and Orders.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

(Title Omitted in Printing)

CA. 5-868 and CA. 5-897 (Consolidated)

B. Order

The Court has received and considered defendants' motions for stay of a portion of the Court's Order of March 1, 1973, as well as plaintiff's opposition thereto.

After due consideration, it appears that the notification to those listed in Appendix "C" of the Court's Order would cause undue hardship to the defendants as well as undue confusion to the individuals listed in Appendix "C"; especially in light of the fact that vacancies will not be open for those individuals until the final outcome of this case has been determined in the appellate courts.

It is therefore Ordered that defendants' motions for stay of portion of order be and hereby is Granted.

The Clerk will furnish a copy hereof to each attorney.

Entered this 29th day of May, 1973.

/s/ HALBERT O. WOODWARD
United States District Judge

[1*] IV

ANY OTHER PARTS OF THE RECORD TO WHICH THE PARTIES WISH TO DIRECT THE COURT'S PARTICULAR ATTENTION

In the United States District Court
For the Northern District of Texas
Lubbock Division

(Titles Omitted in Printing)

CA 5-868 and CA 5-897 (Consolidated)

* * * * * * *

A. REPORTER'S TRANSCRIPT OF PROCEEDINGS

(Trial on the Merits)

(May 3, 4, 9, 10, 11 and 12, 1972)

* * * * * * *

[7] The Court: All right. Let's have the government—Have you got some live witnesses to start with?

Mr. Fenton: Well, Your Honor, first of all, I'm not sure what the Court's procedure is on this, but we'd like to see that the pre-trial order itself is offered in evidence, or made an evidentiary exhibit.

The Court: Well, I have no objection to that. Of course, the stipulations will be part of the evidence in this case as a matter of record, of course, and I will not take as evidence the positions of the parties in here. I don't think that is proper evidence. In other words, you contend certain things in this pre-trial order. The facts in the pre-trial order do not make the evidence. Now,

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* Numbers appearing in brackets in text indicate page numbers of original stenographic transcript of proceedings.

subject to those restrictions, I have no objection to making it a part of the record. Whatever you want to do on that.

Mr. Fenton: Very good, Your Honor.

We want to be sure that the stipulations which are contained in the pre-trial order——

The Court: Don't you think the proper thing to do right now is just to order that the stipulations contained in the pre-trial order will be in evidence in this case. Is that all?

Mr. Fenton: I so offer.

The Court: All right. I'm going to admit that as evidence, and of course, it will be considered by the **[8]** Court.

The remainder of the pre-trial order is not evidence as such, and of course, it is part of the record in the case.

All right.

Mr. Fenton: I believe the defendant company wanted to substitute a couple of pages. Would you gentlemen want to do that at this time?

Mr. Schuler: Well, I think there are a couple of additions, Your Honor.

The Court: All right, sir. Now, for the record, you have substituted by letter to me of April 28th, Pages 43 and 44, and I'm going to substitute that from the original tendered.

Now, what else do you have that you need——

Mr. Schuler: All right. I wanted to—I wanted to make sure that on the original of the pre-trial order that Appendix D had been——

The Court: Appendix B?

Mr. Schuler: D.

The Court: B as in boy?

Mr. Schuler: D as in Doyle.

The Court: Let me see here. The one inside has Appendix D as in dog attached. I have it before me right now.

Mr. Schuler: That Appendix D is related to **[9]** in the stipulation, so I believe that appendix and other appendices are a part of the stipulation, and are part of the record.

The Court: Well, I haven't examined that in detail, but that is my recollection. Is there any objection from the government on having Appendix A, B, C and D introduced as part of the record in this case and as evidence?

Mr. Fenton: No objection, Your Honor.

The Court: All right. That will be so done.

Mr. Fenton: I would also like to state on the record with respect to the pre-trial that plaintiff wants to make two deletions from deposition designations.

The Court: All right. What page, sir?

Mr. Fenton: On Page 39.

The Court: Have you got a copy there, Ruby?

The Clerk: Yes, sir.

The Court: All right. Let's follow it.

Mr. Fenton: Delete the designation of Charles Edwin Taylor. We have prepared a summary of Mr. Taylor's deposition, which has been agreed upon.

The Court: Have I received that yet? It's among these other summaries?

Mr. Fenton: Yes, sir. That was filed with the other summaries, Your Honor.

[10] The Court: All right. Anything else?

Mr. Fenton: And also on Page 37 of the pre-trial order we would delete the deposition designation of John Batchelor.

The Court: John who?

Mr. Fenton: Batchelor. He's listed under the Atlanta depositions.

The Court: Yes, sir.

Mr. Fenton: Again, Mr. Batchelor's deposition was summarized and the summary was agreed upon.

The Court: Any objection to those two being deleted since they are summarized, gentlemen?

Mr. Schuler: No objection, Your Honor.

The Court: All right. I'll mark deleted and initial it on each of those.

All right, sir.

Mr. Fenton: Now, plaintiff would next offer into evidence the agreed upon summaries.

The Court: Just a minute. Is there anything further concerning the pre-trial order?

Mr. Schuler: Yes.

The Court: Let's get that completed.

Mr. Schuler: On Page 47 of the pre-trial order there is a reference to the designated portions of depositions that the defendant company wants to rely on. We **[11]** had sent those to you by letter of March 31, 1972, and I would simply like to have you, if you will, insert that letter in the pre-trial order at that place.

The Court: Well, I have your letter of March 31.

Well, this should be added, the letter of March 31 and the attachments.

Mr. Schuler: Yes.

The Court: That letter should be added after Page 47.

Mr. Schuler: That is correct, Your Honor.

The Court: All right. That will be done.

Mr. Schuler: And the exhibits for the company and the index of the exhibits are now correct, I believe, in your copy.

The Court: Yes, sir. Now, how about your letter of April 3rd?

Mr. Schuler: Well, I don't have—let me find that.

The Court: It refers back to March 31, this letter, and you've got an additional Page 5. I just wanted the record to reflect that correctly.

Mr. Schuler: Let me find that letter, Your Honor.

The Court: All right, sir. Well, I have **[12]** the original here if it will help.

While your'e looking for that, Mr. Fenton, you wrote me on March 28th and I believe that those designations were attached to the pre-trial order, isn't that correct?

Mr. Fenton: That is correct, Your Honor. Those designations are the same ones which are set out in the pre-trial order.

The Court: That is what I determined. I just wanted to make certain of that so we will not have——

Ruby, give this to him. I think you're just correcting Page 5 there. There it is. Look at it.

Mr. Schuler: I think you're correct. That does correct Page 5.

The Court: Let me have it so I can get these all inserted correctly. I am going to put your letter of March 31 in there. I'm going to take the Page 5 off of that and substitute the Page 5 that you sent to me on April 3rd, and all of those will be consisting of your letter and the Page 5 of the attached letter and we will designate that as Page 47(a) through 47(f). They will be placed in the pre-trial order accordingly.

Now, was there anything else on the pre-trial order that we need to——

Mr. Schuler: Yes, Your Honor. I think maybe something that we can take up orally at a later time. **[13]** There are two additional—well, there are a series of additional stipulations that we have agreed upon with Mr. Fenton. They are——

The Court: Have they been reduced to writing and signed by Counsel?

Mr. Schuler: Yes, I do have Mr. Fenton's letter, and I think I would like to ask that it be appended to the pre-trial order if Mr. Fenton has no objection.

The Court: Identify the letter and ask Mr. Fenton.

Mr. Fenton: I have no objection, Your Honor.

The Court: All right. That letter is going to be placed in. I think we ought to keep these stipulations together.

Mr. Fenton: Do we have the Court's permission to make Xerox copies of that letter?

The Court: I'll try to get a master copy. What page do the stipulations start on here?

Mr. Schuler: It will be inserted after Page 13(c), Your Honor.

The Court: All right. The letter from the Department of Justice dated April 10th, 1972, two-page letter, will be disignated as Pages 13(d) and 13(e), and as I understand it, Counsel has stipulated that the matters contained in the **[14]** letter of April 10th, 1972 is a stipulation of the correct facts as stated in the letter, is that correct?

Mr. Fenton: It is a stipulation as to authenticity and genuineness, Your Honor. Now, there are a couple of exhibits that are —that the defendant company, I think, intend to offer into evidence later that we have some question about the relevancy of, but we agree that the exhibits as stated in that letter are authentic and genuine.

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[16] The Court: Mr. Fenton, are you ready to bring us some testimony?

Mr. Fenton: Well, Your Honor, we do want to offer a few more exhibits at this time.

Next we would like to offer in evidence the agreed upon summaries of the depositions of the nineteen deponents, and these were filed with the Court on April 19th, 1972.

The Court: Have you got the original of those, Ruby?

Mr. Fenton: With the Court's permission, I will read the names of those deponents into the record at this time.

The Court: Have they been marked as exhibits, yet?

Mr. Fenton: They have not yet been marked, **[17]** Your Honor. They were filed with the Court on April 19th.

The Court: I have copies right here. I want to keep them for my personal reading, and the originals which are somewhere here will be the exhibits. So give me the name of the deponents.

Mr. Fenton: All right. The first is James W. Frazier, Patrick B. Allen, Charles Steele.

The Court: Just read them out for the reporter and then hand your list to the clerk and she can dig them out and mark them later.

Mr. Fenton: Bill Whitsett; Gilbert Vigil; Reverend Edgar L. Glenn; Joseph L. Quintana; Tobey Beck; Berne L. Powell; Victor L. Watkins; Jackson Bruce Stroud; John Batchelor; Willie L. Henderson; Roy Walker; William K. Neely; Barton O'Brien; R. D. Parker; Charles D. Glover and Charles Edwin Taylor.

The Court: All right. I'll ask the clerk to dig those out of the record and mark them with the appropriate numbers. Since there has been no number previously designated, just take the numbers in sequence.

Mr. Fenton: With respect to the numbering system, we were using the sequential number system while we were taking the depositions.

The Court: All right. What number do you want on these?

[18] Mr. Fenton: We also have numbered in advance other exhibits that we are going to offer.

The Court: Yes, sir. What number do you want on these?

Mr. Fenton: I think our last number was 239.

The Court: All right. We'll check that out.

Mr. Fenton: 240, I think.

The Court: All right. Let's call a witness. In fact, let's have all the witnesses in the courtroom now come forward and be sworn at this time.

Are you ready to call your witnesses, Mr. Fenton?

Mr. Fenton: Well, Your Honor, I did want to offer into evidence some more exhibits.

The Court: All right. Let's move along here. I'm ready to hear some testimony. We've gone thirty minutes and haven't heard anything yet.

Mr. Fenton: At this time we would offer into evidence Plaintiff's Exhibit 203(a), 203(b), 203(c) and 203(d), and these are the collective bargaining agreements which T.I.M.E.-DC has with various unions.

The Court: All right. Any objection from Counsel?

Mr. Schuler: No objection.

[19] The Court: They are admitted.

(Plaintiff's Exhibits 203(a), 203(b), 203(c) and 203(d) received into evidence by the Court as Plaintiff's Exhibits 203(a), 203(b), 203(c) and 203(d)—Collective bargaining agreements.)

The Court: Next?

Mr. Fenton: We would next offer into evidence what has been marked as Plaintiff's Exhibit 204.

The Court: All right. Identify that, please, sir.

Mr. Fenton: This is a printout of the personnel list as of March 31, 1971, which was furnished by T.I.M.E.-DC to attorneys for the Justice Department.

The Court: That's all the employees of the entire system, systemwide.

Mr. Fenton: That's correct, Your Honor.

The Court: Any objection?

Mr. Schuler: No objection.

The Court: It's admitted.

(Plaintiff's Exhibit 204 received into evidence by the Court as Plaintiffs' Exhibit 204—Printout of personnel list.)

Mr. Fenton: With the permission of the company, I would like to read into the record exactly what this particular exhibit contains.

The Court: All right, sir.

[20] Mr. Schuler: No objection, Your Honor.

Mr. Fenton: This exhibit shows as of March 31, 1971, for each of the terminals, off-line sales offices, relay stations and the general office of T.I.M.E.-DC, the following information: Each employee's name, employee number, job code, status, birth date, employed date, license expiration date, physical examination date, grade of pay, hourly or salary, section, ethnic code and termination date, if any.

Also, the front sheet in Plaintiff's Exhibit 204 contains the status code and the ethnic codes used for the employees in the printout in Exhibit 204, and the following five sheets in Exhibit 204 contain job identifications for the job code numbers used for the employees in Exhibit 204.

Is that agreeable, gentlemen?

Mr. Schuler: Yes, it is.

The Court: All right. That is admitted along with the statement. I presume that's going to be used as a basis for the testimony later.

Mr. Fenton: That is correct, Your Honor. Plaintiff next offers into evidence what has been marked as Exhibit 205, and this is a copy of the printout which was furnished to plaintiff's attorneys by T.I.M.E.-DC on August 12th, 1971, at the request of the plaintiff's attorneys, and this printout shows the total earnings of city drivers and line drivers at T.I.M.E.-DC's terminals for the year 1969, but **[21]** excludes the earnings of all city drivers and line drivers who earned less than $3,000.00 during 1969.

Is that agreeable?

Mr. Schuler: It is agreeable.

Mr. Wells: If Your Honor please, we agree to the authenticity, but we object to it on the grounds that it, by Counsel's statement, excludes a large group of drivers. It's not really representative of the facts.

The Court: Well, I believe your objection probably goes to the weight or the credibility rather than its admissibility. It probably has some relevancy, so I'll overrule the objection and admit the exhibit into evidence. We will note your qualification.

(Plaintiffs' Exhibit 205 received into evidence by the Court as Plaintiff's Exhibit 205—Printout of earnings of city drivers and line drivers.)

Mr. Fenton: Plaintiff next offers into evidence Exhibit 206, and this is the partial personnel file of James L. Mince, a shop foreman at the Nashville facility of the company.

The Court: How do you spell that name?

Mr. Fenton: M-i-n-c-e.

Mr. Mince was deposed at Nashville and this is a partial personnel file on Mr. Mince.

The Court: All right.

[22] Mr. Schuler: No objection, Your Honor.

The Court: All right. It's admitted.

(Plaintiff's Exhibit 206 received into evidence by the Court as Plaintiff's Exhibit 206—Partial personnel file of the employee, James Mince.)

Mr. Fenton: Plaintiff next offers into evidence Exhibit 207. This is the employment application of Herman Reichert, a line driver for the company at the Denver terminal.

Mr. Wells: If your Honor please, with respect to Exhibits 206 and following, which are going to be excerpts from personnel files, may we reserve a possible objection as to relevancy? We hadn't seen those until yesterday, and I think they don't touch us, but I really want to study them to be sure.

The Court: Let's cut through some red tape here. You've got exhibit after exhibit listed in this pre-trial order. What ones do the defendants object to and we will get into those in detail. Otherwise, let's just admit all into evidence and get started here.

Do you know which ones you're going to object to at this time? In other words, otherwise I'll just admit everything. That was the purpose of the pre-trial order.

Mr. Schuler: Well, Your Honor, I think we will have some objections to a few of the exhibits.

[23] The Court: Well, it serves no useful purpose to have Counsel be required to stay here and just name all these exhibits when they are already in the record. That is, you know, we are just wasting time. It doesn't mean anything to me.

Mr. Schuler: I think these are new exhibits that plaintiff——

The Court: Not on the pre-trial order?

Mr. Fenton: They are all listed in the pre-trial order, Your Honor. They were not attached to any depositions, but they are all in the pre-trial order.

The Court: Well, what do you want to do, just sit here and read all this out?

Mr. Fenton: Your Honor, it would be acceptable to us to have them admitted en masse. There are just two others that we would like an oral stipulation from the defendants on. Other than that, we would like to just admit them, if that's acceptable.

The Court: I'll tell you, I'm going to admit every one of these exhibits into evidence and give the defendants a right to raise objections at a later time during the trial, and if they don't raise it, well, they are just admitted. You can reserve your objections until later. The record will show that each exhibit that has been listed on the pre-trial order has been tendered into evidence by the plaintiff. **[24]** I'm talking about the plaintiff's listed exhibits. They are admitted subject to the right of the defendants to bring up objection during the course of this trial, and I will rule on them at that time. If no objections are raised, these are in evidence.

Mr. Fenton: Thank you, Your Honor.

(All plaintiff's exhibits listed on pre-trial order were then received into evidence by the Court.)

Mr. Fenton: Now, turning to Plaintiff's Exhibit 232, this exhibit contains a copy of the printout which was furnished to plaintiff's attorneys by T.I.M.E.-DC on November 19th, 1971, at the request of plaintiff's attorneys, and this printout shows all of the casual employees who worked for T.I.M.E.-DC during the year 1970.

Now, in the front of Exhibit 232 separately tabbed is 1970 job code key, and a 1970-71 terminal city code key. The job code key contains job identifications for the job code numbers

used for the employees in Exhibit 232, and the terminal city code key contains city identifications for the city code numbers used for the employees in Exhibit 232.

Is that agreeable?

Mr. Schuler: That's agreeable.

The Court: All right. It's admitted.

Let me ask you right now, I don't think I've got it firmly in my mind what a casual employee is. Identify him or **[25]** describe him or——

Mr. Fenton: My understanding of a casual employee, Your Honor, is one who is not a full-time employee.

Mr. Schuler: Well, Your Honor, I think perhaps it is more than that. It is a person who works from time to time and as described in the contracts, he's not what you would call a part-time employee. He does not work five hours a week every week. He is someone who is called in as needed on a spot basis and ——

The Court: Five hours a week or it might be sixty.

Mr. Schuler: That's right. He might work one day a week. He might work one day in a year. He might work four days in a row.

The Court: He is just opposite from a regular employee?

Mr. Schuler: Yes, I think we would take that position.

Mr. Wells: If Your Honor please, if you would look at Exhibit 203(a), which is the collective bargaining agreement, the first one that is there, the National Freight Agreement, Page 17, there is a section with respect to probationary and casual employees, which answers Your Honor's question.

The Court: Page 7, Exhibit 203?

[26] Mr. Wells: Page 17, Exhibit 203, the first contract listed there.

Mr. Fenton: While we are on the subject of Plaintiff's Exhibit 203, I think this would be a good time to point out that the National Master Freight Agreement is a part of a number of the agreements which are contained within Exhibit 203. However, the National Master Freight Agreement itself has been reproduced only once in Exhibit 203(a), 203(b), 203(c) and 203(d). That is it at the very outset of Exhibit 203(a).

The Court: Let me have that exhibit here, if I might.

Mr. Fenton: And the omission in other agreements where it normally would appear is noted by an insert sheet which says——

The Court: Just refers back to this to save duplication.

Mr. Fenton: That's correct, Your Honor.

The Court: Good. All right, sir.

Mr. Fenton: We have just one more oral stipulation and that is with respect to Plaintiff's Exhibit 233. Now, with respect to Exhibit 233, the list of casual employees for the eight terminals of the company in Exhibit 233 were submitted to officials of the eight terminals at plaintiff's request, and the officials at these terminals directed that the **[27]** ethnic codes for these casuals be placed next to the names of the casuals to the extent that such information was available, also at plaintiff's request, and the ethnic code used on these lists are the standard ethnic codes used by the company, and that 00 means Caucasian, 01 means Negro, 02 Spanish surnamed American, 03 means American Indian and 04 means Oriental.

Is that agreeable, gentlemen?

Mr. Schuler: That's agreeable.

Mr. Fenton: Plaintiff will now call as its first witness Catherine McGinn.

(A number of witnesses were then sworn by the clerk.)

The Court: Who was the first witness?

Mr. Fenton: Mrs. Catherine McGinn.

The Court: Is the rule to be invoked, gentlemen, any necessity for that.

All right. Nobody sees any need for invoking the rule, I presume, so the witnesses will retire and may sit in the spectator section, or if you want to leave, well, Mr. Fenton will tell you who is next and I will leave him the responsibility of having you available, but you are not required to stay just in this courtroom, but don't go far because we want to hear your testimony promptly.

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[28] **CATHERINE McGINN,**

called as a witness at the instance of the plaintiffs, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Fenton

Q. Would you please state your name and present occupation. A. Catherine McGinn. I am a legal technician for the Civil Rights Division for the Department of Justice.

The Court: McGann?

A. (By the Witness) McGinn, M-c-G-i-n-n.

The Court: Thank you.

Q. (By Mr. Fenton) What is your residence, Miss McGinn? A. (By the Witness) My residence is 5433 North Twenty-Fourth Street, in Arlington, Virginia.

Q. What are the duties and responsibilities of your job as legal technician? A. I assist the attorneys in the investigation of employment cases. My main duty involves the analysis of records.

Q. What is your education, Miss McGinn? A. I have a Bachelor of Arts degree in sociology.

Q. I will now hand you what has been marked as Government's Exhibit 222. Are you familiar with this exhibit? A. Yes, I am.

Q. Did you prepare it? A. Yes, I did.

[29] Q. Would you explain what this exhibit contains? A. This exhibit contains copies of the 1970 United States census population report for the standard metropolitan statistical areas and cities which T.I.M.E.-DC has terminal locations. The cities in which T.I.M.E.-DC has terminals located are circled on the various pages.

Q. Did you copy these from official copies of census reports? A. Yes, I did.

Q. At the time you copied these, were such statistics available for places of less than ten thousand population? A. No, they were not.

Q. Do the census reports break the population down by race? A. Yes, they do.

Q. How is that done? A. Total count of all races, then they are broken down into divisions of white, Negro and other.

Q. I now hand you what has been marked as Plaintiff's Exhibit 223.

The Court: Let me be sure I am following her now. Let's look at Atlanta on that first page, total population, a million three hundred ninety thousand in round figures, is that correct? Of that, white was a million seventy-six thousand?

A. (By the witness) Right.

[30] The Court: Negro, three hundred ten thousand six hundred, and other, three thousand three hundred ninety-six.

A. (By the witness) That's correct, Your Honor.

The Court: Now, is that in the city limits of Atlanta or does it cover——

A. (By the witness) This is under the heading of standard metropolitan statistical area.

The Court: Does that mean——

A. (By the witness) That would be the Atlanta area, the city and the suburbs surrounding the area as determined by the census bureau.

The Court: Does it include in it the incorporated towns or is it unincorporated or is it county or what?

A. (By the witness) It is not definitely county. It may include some other incorporated area. The area is determined by the census bureau.

The Court: It is an area officially designated by the census bureau?

A. (By the witness) Yes.

The Court: Not necessarily limited to the city limits.

A. (By the witness) Definitely not, Your Honor.

The Court: Do you know on what basis they **[31]** designated these areas?

A. (By the witness) The explanation is on the first page. I also list the group, what they define as standard metropolitan statistical area.

The Court: I can read that. That's fine. That's what I needed to know. Thank you. Go ahead.

Q. (By Mr. Fenton) Now, referring to what has been marked as Plaintiff's Exhibit 223, Miss McGinn, are you familiar with this exhibit? A. (By the witness) Yes, I am.

Q. Did you prepare it? A. Yes, I did.

Q. Would you please explain to the Court what Exhibit 223 contains. A. It's a copy of the United States Census Subject Report, persons of Spanish surname, for the urban places at T.I.M.E.-DC terminal locations in five southwestern states, and I have selected pages which contain populations for urban places that T.I.M.E.-DC has a terminal located in five southwestern states which the report covers. And again, the cities in which T.I.M.E.-DC has terminal locations are marked by check marks within the exhibit.

Q. Did you place those check marks there? A. Yes, I did.

The Court: What does it show, now? You **[32]** got a total population in Phoenix, for instance, of forty thousand two forty-one.

A. (By the witness) Your Honor, this refers to only persons of Spanish surname, so that would be the total population of persons with Spanish surnames. Then, it's broken down into those that are native-born and those that are foreign-born.

The Court: Thank you.

Q. (By Mr. Fenton) Did you copy the contents of Exhibit 223 from an official publication of the United States Census Bureau? A. (By the witness) Yes, I did.

The Court: Based on 1960 census.

A. (By the witness) On the 1960 census, yes, Your Honor.

The Court: Thank you.

Q. (By Mr. Fenton) Now, I hand you what has been marked as Plaintiff's Exhibit 224. Are you familiar with this exhibit? A. (By the witness) Yes, I am.

Q. Did you prepare it? A. Yes, I did.

Q. Would you please explain to the Court what this exhibit contains. A. It is a copy of the 1960 United States Census Population Report, and copies of urban places at T.I.M.E.-DC

terminal locations in five southwestern states, and the terminal locations are marked by checks on the various pages. And this is the **[33]** total population for these areas.

Q. Did you copy the contents of this exhibit from an official publication of the United States Census Bureau? A. Yes, I did.

Q. I now hand you what has been marked as Plaintiff's Exhibit 225. Did you prepare this exhibit? A. Yes, I did.

Q. Will you please explain what it contains? A. It contains a chart showing the percent of white, Negro and other population in the SMSA and city at T.I.M.E.-DC's terminal locations and the percent of white, Negro and other work force at T.I.M.E.-DC terminals.

Q. Are your sources of the statistics given on the last page of the chart? A. Yes.

The Court: If you will pardon me for interrupting, but I am not as familiar with this case as the attorneys are.

Let's take Albany up there. There is white, 96.31 percent of the total population, is that correct?

A. (By the witness) That is correct, Your Honor.

The Court: T.I.M.E.-DC has 96.97 percent white employees.

A. (By the witness) At this particular location, yes, Your Honor. And then, the population statistics are broken into two **[34]** columns, and then the middle three columns are the population percentages for the city itself?

The Court: I see. First is the metropolitan area and the next is the city itself.

A. (By the witness) That's correct.

The Court: And the third group is the percentage of the employees.

A. (By the witness) Per location, that's correct, Your Honor.

The Court: All right.

Q. (By Mr. Fenton) Now, did you obtain the census figures which you used in preparing Exhibit 225 from Exhibit 222? A. (By the witness) Yes, I did.

Q. Did you obtain the T.I.M.E.-DC employment figures for preparing Exhibit 225 from Exhibit 204? A. Yes, I did.

The Court: Well, this is at 1970.

A. (By the witness) 1970 statistics, yes, Your Honor.

Q. (By Mr. Fenton) I now hand you what has been marked as Plaintiff's Exhibit 226. Did you prepare this exhibit? A. (By the witness) Yes, I did.

Q. Would you please explain what it shows? A. It is a chart showing the percent of Spanish surnamed population, urban places at T.I.M.E.-DC terminal locations in five southwestern states, and the Spanish surnamed work force **[35]** at the T.I.M.E.-DC location in these five states.

Q. Are the sources of your statistics which you used in preparing Exhibit 226 given underneath the figures on this chart? A. Yes, they are.

Q. Did you obtain the census figures from Plaintiff's Exhibits 225 and 224? A. That is correct, yes.

Q. Did you obtain the T.I.M.E.-DC employment figures from Plaintiff's Exhibit 204? A. Yes, I did.

The Court: For instance, on this, San Antonio, Spanish surnamed population forty-one percent and T.I.M.E. employed fifty-eight and eight tenths percent of the work force at the terminal have Spanish surnames.

A. (By the witness) Yes, Your Honor.

The Court: Now, what do you mean by work force you've got there, is that all employment or clerical——

A. (By the witness) All employees.

The Court: Dock?

A. (By the witness) At a location, yes.

The Court: All right.

Q. (By Mr. Fenton) Now, Miss McGinn, I refer you to what has been marked as Plaintiff's Exhibit 227. Are you familiar with this exhibit? **[36]** A. (By the witness) Yes, I am.

Q. Did you prepare the figures as percentages which are reflected in this chart? A. Yes, I did.

Q. Are the sources from which you obtained the information to prepare this chart listed on the chart itself? A. Yes, the source is listed at the bottom of the chart.

Q. And is the source which is set out as personnel list also Plaintiff's Exhibit 204? A. Yes, it is.

The Court: This is nationwide?

A. (By the witness) Yes.

The Court: Is that right? The green?

A. (By the witness) Yes, Your Honor.

The Court: Green is white, red, Negroes, and yellow, Spanish-American.

A. (By the witness) Yes, sir.

The Court: And blue is other, I guess.

A. (By the witness) Blue is the American Indian and the purple the oriental.

The Court: All right.

Q. (By Mr. Fenton) What does this chart show? A. (By the witness) It is a racial breakdown by percent in the various job categories of all T.I.M.E.-DC employeed.

Q. I now refer you to what has been marked as Plaintiff's [37] Exhibit 228. Are you familiar with this exhibit? A. Yes, I am.

Q. Did you prepare the figures and percentages which are reflected in this chart? A. Yes, I did.

Q. Are the sources from which you obtained your information to prepare these figures and percentages listed on the chart itself? A. Yes, which is the March 31, 1971 printout personnel list which is the Exhibit Number 204.

Q. What does this chart, which is Exhibit 228, show? A. It shows the new hires of T.I.M.E.-DC from July 2nd, 1965 to March 31, 1971.

Q. Excuse me. Would this chart include those persons who were hired between July 2nd, 1965 and March 31, 1971 who had resigned, or were otherwise terminated? A. No. Those persons would not be included in the count on the chart due to the fact that all persons included in this chart are listed on the 1971 personnel printout list that were then employed, so if they were hired after July 2nd and terminated before March 31, '71, they would not be shown.

Q. In other words, it would include those persons who were hired during that period who are still employed as of March 31, 1971? A. That's correct, still employed.

[38] The Court: Have you got one showing they are hired? You know, if somebody would quit, how are you going to charge that to the defendant in this case?

Mr. Fenton: Well, Your Honor, what we are showing with this chart, with the information we have available, are the hires.

The Court: The hires who were hired and stuck with the job?

Mr. Fenton: That's correct, Your Honor.

The Court: Now, you don't—you got a chart showing those that were hired and might have quit because they didn't like the

job, or got fired because they couldn't do it, or seems to me that the total hiring is a crucial matter here.

Mr. Fenton: If we had the information available to present that, Your Honor, we certainly would do so.

The Court: Well, all right. If you don't have it, you don't have it.

Mr. Fenton: We believe this gives a pretty good approximation of the hiring by ethnic categories.

The Court: I wasn't questioning the admissibility. I am just trying to get the distinction here.

Mr. Fenton: Right. We did want to explain that, that that would include those kind of people from the new hire category, those that had been hired and had [39] quit or had been terminated.

Q. (By Mr. Fenton) I now refer you to, Miss McGinn, what has been marked as Plaintiff's Exhibit 229. Are you familiar with this chart? A. (By the witness) Yes, I am.

Q. Did you prepare the figures and percentages which are reflected in this chart? A. Yes, I did.

Q. Are the sources from which you obtained your information to prepare these figures and percentages listed on the chart? A. Yes. They are the 1970 U. S. Census Report, which are Plaintiff's Exhibits Number 222 and March 31, 1971 printout personnel list which is Exhibit Number 204.

Q. What does this chart show? A. It shows a percentage of Negroes employed at T.I.M.E.-DC terminals compared with the percentage of Negro population in terminal cities. The red denotes the Negroes employed at the T.I.M.E.-DC terminals, bule coloring denotes the Negro population.

The Court: That is a duplication of a previous exhibit. It's just put in chart form.

A. (By the witness) That's correct, Your Honor.

The Court: All right. Hold up just a minute here. That is based on what exhibit?

A. (By the witness) It was based on Exhibit Number 225.

The Court: Well, now hold that there a **[40]** minute. Now, this is on the Negroes.

A. (By the witness) That's correct, Your Honor.

The Court: Whereas, Albany being the first one——

A. (By the witness) It would be the first column. You can see it.

The Court: The blue is what?

A. (By the witness) Is a percentage of black population in the terminal cities. You can see there are no black employees. However, there are twelve——

The Court: I got 3.28 percent here the way I read this chart.

A. (By the witness) Your Honor, that is——

The Court: No, no, wait a minute. Excuse me. Let's get another one here. Let's go to Atlanta. Atlanta has thirteen percent employed. That would be the—and the blue is what?

A. (By the witness) Is the city population. Just 51.3, and here are the numbers to put it in perspective, the numbers of employees at each of the terminals and obviously——

The Court: So the red—that chart there shows that T.I.M.E. has thirteen percent Negroes employed while the city has a fifty-one percent population.

A. (By the witness) Population and the total numbers of **[41]** employees at this terminal at that time was a hundred and sixty-seven——

The Court: That's all of the races, a hundred and sixty-seven.

A. (By the witness) That's correct, Your Honor.

The Court: All right. Thank you.

What was the date, as of what date on Exhibit 229?

A. (By the witness) The 1970 census and the T.I.M.E.-DC employees would be as of March 31, 1971. They are also based on Exhibit 204.

The Court: All right.

Q. (By Mr. Fenton) Miss McGinn, I now hand you what has been marked as Plaintiff's Exhibit 230. Did you prepare the materials in this exhibit? A. (By the witness) Yes, I did.

Q. Is the methodology that you used in preparing the exhibit set forth on the first page of the exhibit? A. Yes, it is.

Q. Is the source that you used for the pay rates also set forth on the first page? A. Yes, it is. It is the March 31, 1971 printout personnel list.

Q. That source is Plaintiff's Exhibit—— A. Exhibit 204.

Q. I now hand you what has been marked as Plaintiff's **[42]** Exhibit 231. Did you prepare the material in this exhibit? A. Yes, I did.

Q. Are those your initials and the dates that you prepared it in the corner of the exhibit? A. Yes, it is.

Q. What does this exhibit show? A. This exhibit shows the average earnings of city drivers and road drivers in ten terminal cities of T.I.M.E.-DC, and the last column reflects the difference in the earnings of the city road drivers—city and road drivers at these terminals.

Q. Did you obtain the earnings for the drivers from Plaintiff's Exhibit 205? A. Yes, I did.

Mr. Fenton: At this time, Your Honor, if I could refer back to Plaintiff's Exhibit 205 for a moment.

The Court: All right, sir.

Mr. Fenton: The terminals in that exhibit are identified by number only, and the company has subsequently furnished us with a code which identifies the cities that those numbers stand for, and with the permission of the Court and the parties, I would like to insert this identifying code and call it Exhibit 205(a).

The Court: All right. There being no objection, it's admitted to 205(a). In other words, that is needed for this witness to translate the printouts to some of **[43]** the exhibits she's prepared. I presume that is the purpose of it, is it not?

Mr. Fenton: Correct, Your Honor.

The Court: All right.

But in preparing the exhibit you gave the city rather than the code number.

A. (By the witness) That's correct, Your Honor.

(Plaintiff's Exhibit 205(a) received into evidence by the Court as Plaintiff's Exhibit 205(a)—An identifying code for cities where T.I.M.E.-DC has terminals.)

Q. (By Mr. Fenton) Miss McGinn, I now hand you what has been marked as Plaintiff's Exhibit 233. Are you familiar with this exhibit? A. (By the witness) Yes, I am.

Q. Did you take the names of the casual employees in this exhibit, their job codes and their employment dates from the printout which has been marked Plaintiff's Exhibit 232? A. Yes, I did.

Q. And you did this for each of the eight terminals which are included in Exhibit 233? A. That is correct.

Q. Now, in the back of this exhibit, do you see certain typewritten summaries? A. Yes, I do.

Q. Did you prepare these summaries? **[44]** A. Yes, I did.

Q. Did you obtain the information from these summaries from the casual lists which are in the front part of the summaries in Exhibit 233? A. That is correct.

Q. I now hand you what has been marked as Plaintiff's Exhibit 234. Did you prepare this exhibit? A. Yes, I did.

Q. How did you determine the black and Spanish surnamed supervisors and salesmen at T.I.M.E.-DC as of March 31, 1971? A. This is based on the March 31, 1971 printout, and the personnel are racially coded by the company printout.

Q. You took that from Exhibit 204? A. That is correct, yes.

Q. Does the list on the front page of Exhibit 234 contain the names of all the black and Spanish surnamed American supervisors and salesmen which are listed in Exhibit 234? A. That is correct, yes.

Mr. Fenton: That's all the questions I have.

The Court: All right. Just hold up just a minute here. To be sure I understand this, Miss McGinn, let's take Mr. Littlejohn, Number I there, you've got him as a minority. Where do you find that on the file itself?

[45] A. (By the witness) The race may not be reflected on the file, however, based on Exhibit Number 204, Mr. Littejohn's name is race coded as a black.

The Court: This is not just Spanish surnamed, this is black.

A. (By the witness) Minority.

The Court: That answers my question. Thank you. All right. Who will go next. Let's go to counsel for T.I.M.E. first.

Cross-Examination,

By Mr. Schuler

Q. Miss McGinn, I'd like to ask you initially some questions about Exhibit 234. I believe you indicated that you had some information about Mr. Littlejohn in Tab I. As I look at that, I see information about Alfonso Lambert. Would you check your copy and tell me what you see there. A. This copy is correct, under I it is.

Q. Yes. I have noticed—well, let me ask this question: Is the proper way to get at these to lift the tab and then the documents appear about the tab?

The Court: Below it.

A. (By the witness) Below it.

Q. (By Mr. Schuler) Well, below I, I find Alfonso Lambert and——

The Court: My copy I find R. O. Littlejohn.

[46] A. (By the witness) May I see yours?

Q. (By Mr. Schuler) I'd like you to take just a moment and maybe—— A. (By the witness) I will straighten it out for you.

Q. Maybe you can straighten it out for me. A. Okay. Somebody changed them.

Q. Are all of the personnel records that you referred to in the copy that I have? A. Yes. They are just out of order, but I can fix it for you.

Q. All right. Thank you.

Thank you. Now, can you tell me how you went about determining which documents would be taken from the personnel files of each individual? A. I used documents to show at which time they came into the supervisory or salesman position. It may be a change of status sheet. In some cases only the single sheet to show the date at which they came into that position.

Q. And are all the documents designed solely to show the changes or progression of these individuals from one category to another? A. It is basically designed to show the time at which they came into the supervisory or salesman position.

Q. All right. Thank you.

Now, I'd like to talk a little bit about your Exhibit **[47]** 225 and your Exhibit 229. Do you have those copies before you? I will show you the exhibit.

The Court: 229?

Mr. Schuler: Yes.

A. (By the witness) Yes, it's on the desk.

The Court: I don't believe I've got that up here, have I?

Mr. Schuler: That is a chart.

A. (By the witness) There are some more copies.

The Court: That is the chart. It would be helpful to me if we could have it propped up there so we can follow the questioning.

All right. Thank you, sir.

Q. (By Mr. Schuler) Now, later on I will want to ask you some questions about the meaning of SMSA, and Urban Place, but for the moment I want to look at this chart with you.

Under Atlanta you show that the percentage of Negroes in the total population is 51.3 percent, do you not? A. (By the witness) That is correct.

Q. And by reference back to your Exhibit 225, you show that in the SMSA area, that is the region around Atlanta, the percentage of Negroes is 22.35, do you not? A. That is correct.

Q. Now, that is not shown on this chart at all, is it? A. No, it's not. As the title says, it is the population **[48]** of the cities.

Q. All right. Now, do you know or did you study whether the terminals of T.I.M.E.-DC are located in the cities in all of these cases? A. No, I did not.

Q. For example, let's take York, Pennsylvania. Do you know where the terminal of T.I.M.E.-DC is located? A. No, I do not.

The Court: Your question is whether it is in the city limits or in the metropolitan area outside the limits.

Mr. Schuler: Yes, right.

Q. (By Mr. Schuler) If we were to go through and list a comparison of T.I.M.E.-DC Negro employees with the population of Negroes in the SMSA area, you would agree with me, would you not, that the blue lines would be substantially shorter in every case.

Mr. Fenton: Your Honor, I object to the form of the question on the grounds that the terms of the statute are not clear.

The Court: Why don't you just prepare a chart showing that for me and we don't have to worry about those terms. I think it's very pertinent.

You know what substantial means, don't you?

A. (By the witness) Yes, sir, I know.

[49] The Court: I will overrule.

Mr. Fenton: I will withdraw the objection, Your Honor.

Q. (By Mr. Schuler) Would you agree with me that there is substantial difference? A. (By the witness) There would be a difference.

The Court: Just for the record here, let's just take Atlanta, what you're talking about—yes, take Atlanta, this blue line, instead of being—what is it on Atlanta, fifty-one percent——

Mr. Schuler: 51.3.

A. (By the witness) 51.3 percent.

Mr. Schuler: In the SMSA area that would be 22.35.

The Court: More than half less. I presume Counsel will bring in some testimony showing where they employed these people, otherwise, this exhibit won't be very helpful to me.

Q. (By Mr. Schuler) Was the decision to show only the comparison between Negroes employed by T.I.M.E.-DC and Negroes in the city rather than showing the comparison between Negroes employed by T.I.M.E.-DC and Negroes living in the SMSA area determined by you, or were you simply making the chart? A. (By the witness) The decision was made by the supervising attorneys on the case.

[50] Q. I see.

The Court: The exhibits that have been furnished to me up here, they are not the exhibits for the trial, they are for my use where I can write on them?

Mr. Fenton: That's correct, Your Honor.

The Court: All right. Thank you.

Q. (By Mr. Schuler) Miss McGinn, did you make any studies to determine if all Negroes in all cities where T.I.M.E.-DC has terminals live within the city limits? A. (By the witness) No, I did not.

Q. I see. Did you make any study to determine if within the city or within what is referred to as the SMSA area there is any particular part of that area that has a higher percentage of minority persons living than in some other area of the city? A. No, I did not. I just used the basic census figure for that particular figure and SMSA.

Q. Do you have any opinion as to whether in most of the cities, as shown on Exhibit 225, there would likely be some areas of the city that would have a higher percentage of minority persons than other parts of the city? A. There may be —I wouldn't—I did not study it, so I wouldn't know.

Q. And did you make any study to determine how far from the terminal of T.I.M.E.-DC any particular minority person might live; do you have any statistics there? **[51]** A. No, I did not make that study.

Q. Did you make a study to determine what available means of transportation there might be for minority persons, or other persons, to use in getting to the terminals of T.I.M.E.-DC? A. No. I made no such study of transportation.

Q. Did you make any study to show the average distance from the terminal that any group of minority persons lives in any particular terminal city of T.I.M.E.-DC? A. No, I did not make that study.

Q. Now, on your Exhibit 222, you have figures from the United States census that talk in terms of the standard metropolitan statistical area. I'd like to ask you as to Albany, New York, which is the first one listed, what areas besides the city limits of Albany are included in the standard metropolitan statistical area of Albany? A. I don't know the names of the exact areas or the suburbs. I simply used the area used by the Census Bureau in their statistics.

Q. Let's go to the second sheet there. Can you tell me what incorporated or unincorporated areas beyond the city limits of Atlanta are included in the standard metropolitan statistical area of Atlanta?

Would your answer be the same?

A. The answer would be the same because I didn't look into the various unincorporated or incorporated areas within that **[52]** particular area. I wanted a number for the population within the city and within the outlying areas, and the basic figures used by the Census Bureau in the one vein were the standard metropolitan statistical area, therefore, that is why I utilized that figure.

Q. To the best of your knowledge, does the standard metropolitan statistical area vary from town to town? A. The area that is encompassed by it?

Q. Yes. Would there be perhaps in Atlanta a whole county or two counties around Atlanta included in the standard metropolitan statistical area, whereas in another point, such as Albany, New York, there might possibly be two cities that are suburbs around Albany being included, plus perhaps unincorporated areas but embracing less than a county? A. That would be possible.

Q. Would this be possible? A. That would be possible, that is correct.

Q. From this exhibit or these series of exhibits, I take it there is no way that we can tell just what specifically is included beyond the city limits itself in the standard metropolitan statistical area of any city. Wouldn't that be correct. A. As far as location or the geographical——

Q. Yes. We can't tell what additional territory is taken in, can we? **[53]** A. Yes, that's correct.

Q. All right. Now, from your various exhibits that show standard metropolitan areas and urban areas and so on, is there any way by looking at the racial figures that show white, Negro and other than we can tell the average——

Well, strike that.

Let me ask you about another term. You have listed standard metropolitan statistical areas, and in some of the exhibits there is a reference to an Urban Place. Can you tell me what an Urban Place means? A. I believe the explanation is on the pages, introductory pages to these exhibits. They are all in reference to the percent of Spanish surnamed population.

The reason I used urban places for the measurements of the population is that that is what was available in the 1960 sta-

tistics, and it was the term used in the 1963 report on the Spanish surnamed Americans.

Q. Can you tell me what, from your own knowledge, the difference between the definition of urban place, with regard to the Spanish-American exhibits, as opposed to the terminology Spanish metropolitan statistical area, or what is it? A. That's correct.

Q. That terminology is referring to some of the other exhibits? A. I am really not sure what the difference would be in [54] geographic location that would be encompassed for these particular exhibits.

Now, to draw the figures for the Spanish surnamed Americans, I made the selection of urban places rather than going to the counties simply because more of the terminal cities were available under the heading of urban places.

Q. Does the urban place in some cases take in more area than the city limits of the major cities that are identified? A. It may.

Q. Would it in some cases take in less than the city limits of some of the major cities that are listed? A. I am really not positive.

Q. Would it in some cases take in as much area as an entire county surrounding a city that is listed? A. I am not sure. There is a separate heading, though, for the counties, so it would involve a comparison of the county in which those cities are located to the figures for the counties.

Q. Have you made any summarization to show the number of minority persons, both male and female, who are of working age who are living somewhere in the SMSA, or city region around the various terminals of T.I.M.E.-DC? A. Have I done those summarizations?

Q. Yes. A. Yes, I did——

[55] Mr. Fenton: Counsel, could we have a clarification of what you mean by working age?

The Court: Yes, what ages are you—well, if she's done so, ask her what age she has made the study on.

Q. (By Mr. Schuler) Well, have you made a study of minority persons by age at any of the terminal cities of T.I.M.E.-DC? A. (By the witness) Yes, I did.

Q. And is that included in any of the exhibits that you have identified? A. No. The study is not included in these exhibits.

Q. I see. Do you know if this intended to be identified as an exhibit at the trial?

Mr. Fenton: Your Honor, if I may, Miss McGinn has prepared such exhibits within the last week and we certainly have no objection to offering them in at this time if Counsel for the company has no objection. They are in the next room.

The Court: All right. If Counsel wants to ask for them, well, the government agrees to furnish them, so if you make your request, for the record, you can have them.

Mr. Schuler: Could I inquire of Counsel whether these were prepared for the purpose of rebuttal?

Mr. Fenton: That's correct.

[56] Mr. Schuler: Your Honor, I would object to any such exhibits because as a matter——

The Court: Counsel, you brought it up.

Mr. Schuler: Well, Your Honor, I want to find out if this witness has prepared these on the direct case.

The Court: Now, she says she has. Do you want to see them now or not?

Mr. Schuler: She says she has not prepared them for the direct case, and Counsel has indicated that they are for rebuttal.

The Court: Well, you object to them when he offers them. Now is not the time. I don't want to rule on that now. The only question now is do you want to see them, or do you want to go on to something else.

Mr. Schuler: Well, I am going to go on to something else, Your Honor.

The Court: Let's go ahead.

As to whether they are admissible later, I'm going to rule on that when the time comes.

Mr. Schuler: All right. Why don't we take a brief recess. Let's stand in recess until 11:45.

(Recess.)

The Court: All right. Miss McGinn, if you will take the stand again, please.

Mr. Schuler: Your Honor, in the recess I **[57]** asked Counsel for the plaintiff to identify this study by age of minority persons, and I would like—he has agreed and I would like him to go ahead with that now.

The Court: All right, sir.

Mr. Fenton: Your Honor, we will offer this exhibit, which was prepared by Miss McGinn, in evidence as Government's Exhibit 241.

The Court: All right. There is no objection. It's admitted.

(Plaintiff's Exhibit 241 received into evidence by the Court as Plaintiff's Exhibit 241—Study by age of minority persons.)

Q. (By Mr. Schuler) Miss McGinn, I'd like to ask you some questions about what has just been marked as Exhibit 241.

Can you tell me if the figures on the first page take in both male and female? A. (By the witness) Yes, they do.

Q. I see. And in looking on the first page of the exhibit, that is actually taken from a census, and it deals with, I believe, Albany, New York, and it has figures for 1960——

The Court: For 1970.

Q. (By Mr. Schuler) Or for 1970 under Albany, which I believe was the first figure you took, and I believe it shows an X to indicate that. A. (By the witness) Yes, that's right.

[58] Q. To indicate that you took those figures. Am I reading the figures correctly when it shows Negroes of all ages, that there are eleven thousand three hundred fourteen males and twelve thousand three hundred thirty-eight females in the Albany-Schenectady-Troy SMSA? A. That is correct.

Q. And that means the females outnumber the males in that particular area, doesn't it? A. That's correct, yes.

Q. Now, did you acquire the figures for your exhibit by going down those columns and taking not only all the males between twenty and sixty-four, but all the females between twenty and sixty-four? A. Yes, that's correct.

Q. Did you make the determination yourself that all the females as well as all the males from the Negro community would be seeking jobs at T.I.M.E.-DC, or other places?

Mr. Fenton: Your Honor, I object to the question because I don't believe the proper predicate has been laid for that.

Mr. Schuler: I am just asking who, if she made the determination or someone else did.

Mr. Fenton: Your Honor, I don't believe it's been established that all females as well as all males would be seeking jobs at T.I.M.E.-DC.

[59] The Court: Well, I think this is Counsel's point exactly.

Mr. Schuler: That's my point, Mr. Fenton.

Mr. Fenton: Very well.

The Court: I will permit her to answer the question as to who made the decision.

Q. (By Mr. Schuler) Can you tell us whether you made that decision to include all females as well as all males in this study? A. (By the witness) It was made by my supervising attorney.

Q. All right.

The Court: Now, what you're saying is that you, for the purposes of this exhibit that just came in, 241, that this shows that it would imply that the blacks of both sexes of these ages would be eligible for the work force. This doesn't say whether they are eligible for the type of job to be performed at T.I.M.E., does it?

A. (By the witness) I just used all those eligible for the work force, yes.

The Court: To work for whom?

A. (By the witness) For T.I.M.E.-DC.

The Court: You are assuming——

A. (By the witness) I am assuming that the women would be capable of——

The Court: Of driving the trucks and **[60]** doing the mechanical work?

A. (By the witness) Yes.

The Court: We certainly don't have any predicate for that, do we?

Mr. Fenton: Well, I believe Title 7 covers sex discrimination, as well as on the basis of sex. If women are qualified to be truck drivers, they certainly should be hired.

The Court: Okay.

Q. (By Mr. Schuler) Miss McGinn, I'd like to just take a couple of more of these if you would go on down through your

Exhibit 241. Let's find Atlanta. I believe the page number is 12-72. A. (By the witness) Yes, that's correct.

Q. Now, again, am I reading correctly that the total number of Negro males of all ages is a little over a hundred and forty-four thousand and the total number of female Negroes in 1970 in Atlanta SMSA is a little over a hundred and sixty thousand? A. That is correct, yes.

Q. So in the Atlanta area as well as in Albany, the females, at least in the Negro population, outnumber the males, don't they? A. Yes, they do.

Q. Now, have you gone down through here to see whether or **[61]** not that is true in all the terminal cities; that is, that the females, in the Negro population at least, outnumber the males? A. No, I didn't do that because I assume they would both equally have the opportunity for employment.

Q. As you made these studies, Miss McGinn, you say you assumed that they would have equal opportunity for employment, males and females. Did you then exercise independent judgment as to what went into each of these exhibits? A. No.

Q. Based on what you thought the issues in the case were? A. Oh, no, not at all. Anything I did was under the direction of the supervising attorneys for the case. They made the decisions.

Q. I see. To save just a little bit of time, Miss McGinn, I have taken a look at the figures for Baltimore, Boston, Buffalo, Chattanooga and Chicago, and in every case I find that the figures for Negro females in those cities outnumber the figures for Negro males. Would you agree with my analogy of that? A. Yes, I would.

Q. All right. All right. Now, I want to take a look at a couple of the charts that you have sponsored. Let's take a look at Number 228. If we wanted to get a representative picture of how many minorities of all groups there are in each of these

job categories, wouldn't we have to take all the **[62]** separate little red and yellow and blue things that you have together and pile them on top of one another? A. Oh——

Q. You have separated them out and that makes them look smaller in comparison to the total, doesn't it? A. But the total would also be larger.

Q. How would—— A. See what I mean by taking them out?

The Court: I think she answered it. The answer to the question is obvious there, Counsel.

Q. (By Mr. Schuler) You would agree with that, wouldn't you, if we wanted to determine the total number of minorities, we would have to list all of them in the same bar. A. (By the witness) In a single column.

Q. Vertical column. A. Yes, that's correct.

Q. That same thing would be true as to your Exhibit 227, wouldn't it? We would have to take the red and yellow and blue columns and pile them one on top of another to get a clearer bar representation of the relationship between white and minority employees, wouldn't we? A. Are you speaking of all the categories?

Q. Yes, in each category. A. But there is a total column on there.

Q. But there again, in the total column, in order to show **[63]** the relationship between the white employees on one hand and all the minority employees on the other hand, we would have to pile these little bars on top of each other, wouldn't we? A. Yes, sir.

The Court: Counsel, what you're saying is the difference between the green bar and a hundred percent.

A. (By the witness) The same exactly if you're going to group the minorities.

Mr. Schuler: Yes.

The Court: Well——

Q. (By Mr. Schuler) In your Exhibit 226, can you tell me whether or not the purpose of the exhibit was to show the relationship between the Spanish surnamed persons employed at the terminals at selected terminals at T.I.M.E.-DC in comparison to the percent of Spanish surnamed Americans who live in what is called urban places at those same locations? A. (By the witness) That is correct.

Q. And just to simplify it, would you agree with me that in six of the fourteen terminal locations the percentage of Spanish surnamed Americans employed by T.I.M.E.-DC is greater than the percentage of Spanish surnamed Americans who reside in those urban places. A. That is correct.

Q. All right. On Exhibit 231, the note at the bottom indicates that the earnings of those drivers making less than **[64]** three thousand a year has not been included in the study of the earnings of the city and road drivers for 1969.

Can you tell me how many drivers there were who made less than $3,000.00 a year? A. No, I didn't calculate that. I really wouldn't know.

The Court: Does that include casual employees?

A. (By the witness) If the casual employees made more than $3,000.00, it would.

The Court: Well, okay. Somebody might have worked four months and made $3500.00, and they would be in the average up there.

A. (By the Witness) Yes, that's correct, Your Honor.

The Court: Those are not full-time employees.

A. (By the witness) Well, that would be correct, because it would be all those that made earnings over three thousand during '69.

The Court: It doesn't take into consideration the amount of time they worked is what I'm getting at. Somebody might have worked twelve months, somebody might have worked six months and still be in these figures.

A. (By the witness) That may be, yes. I wouldn't be sure.

The Court: Are there more casuals in the city drivers or the road drivers?

[65] A. (By the witness) I have no idea, Your Honor.

The Court: Well, were there more under three thousand in the city drivers or in the road drivers, or did you make—You just eliminated them all.

Do you know whether there were more in the city driver classification?

A. (By the witness) I have no idea of the number of the individuals that would——

Mr. Fenton: Your Honor, if I may, the exclusion was made by the company itself.

The Court: Well, I wasn't criticizing. I was just wondering what the facts were.

Mr. Fenton: The plaintiff has no idea of how many earned under three thousand, but the company may have this information.

The Court: Again, I'm not criticizing this witness' tabulation. I'm just trying to understand it, that's all.

While Counsel is conferring with his other Counsel, let me ask you a question.

Now, all of these figures are based—well, let me say, you have made no study about the qualifications for any of the classifications to hold a particular job, you are just taking the——

A. (By the witness) That's correct, Your Honor.

[66] The Court: It would assume that there was as many qualified in an ethnic group.

A. (By the witness) Yes, sir.

The Court: Do you know if there is any study along that line which has been made?

A. (By the witness) I wouldn't know that, Your Honor.

The Court: I thought it might have been made in connection with the new hires study that is shown on one of those exhibits there, but if you don't know about it——

A. (By the witness) That, Your Honor, was simply taken from the printout, simply as some of the individuals that have been hired.

The Court: Total statistics rather than the underlying factors.

A. (By the witness) Simply a count of those that were hired.

The Court: All right.

A. (By the witness) Those employed.

Q. (By Mr. Schuler) Miss McGinn, I think this would be obvious, but as to Exhibit 241, the new exhibit you have sponsored, would it be true that the exhibit does not show where in the city or SMSA area the terminals of T.I.M.E.-D.C. are located, or where the predominate portion of minority populations are located? A. (By the witness) That's true. The exhibit doesn't **[67]** show that.

Q. You have made no study of that with relation to Exhibit 241, have you? A. 241, that's correct.

Q. All right. On your Exhibit 224, is there any way of telling whether, or how many Spanish surnamed persons there are between eighteen and sixty-four, or twenty and sixty-four years of age who would be available to work theoretically in the work force? A. Not that I know of.

Q. Is that also true of your Exhibit 223, which I believe also relates to Spanish surnamed persons in the five southwestern states? A. Now, your question is are the figures here available for the work force, meaning again the persons twenty to sixty-four years of age, assuming that is the work force?

Q. Yes. Can we tell from that how many Spanish surnamed persons there are between the ages of twenty and sixty-four? A. Between those ages, no.

Q. Now, can you tell me on what basis you decide that persons between twenty and sixty-four are persons who can be regarded as being in the work force? A. I didn't make the decision. The supervising attorneys in the case did.

Q. As to your Exhibit Number 230, I'd like you to turn to **[68]** the first page as to Atlanta, if you will.

The Court: Exhibit 230?

Mr. Schuler: Yes.

Q. (By Mr. Schuler) The first seven job categories there appear to be supervisory employees, and the remaining persons appear to be hourly rated employees. Is that generally your understanding of those job classifications? A. (By the witness) That is correct, yes.

Q. Now, in considering the rate of pay per hour of the hourly rated employees, you didn't consider the amount of overtime that any of them might have worked, did you? A. No, I did not. I used the base rate from the printout from the company.

The Court: The base rates?

A. (By the witness) I shouldn't say base rates. The rates for the individual per hour or biweekly as presented on Exhibit 204.

The Court: Well, that would not include overtime.

A. (By the witness) I said it would not.

The Court: I'm sorry. I thought you said you didn't make any separation. I misunderstood your answer.

Q. (By Mr. Schuler) And did you make any study as to the average number of hours overtime work that any hourly rated employee in any of these categories actually worked for any **[69]** representative period of time? A. (By the witness) No, I did not. I used the amounts available on the printout.

Q. So there is no way we can tell from this exhibit how much total earnings an hourly rated employee actually made when we would consider overtime work and the amount of pay he received for the overtime work, is there? A. No. Assuming he did overtime work, that wouldn't be included.

Q. Now, similarly, for the supervisors, how did you determine the rate of pay per hour? A. Oh, for the explanation, it is on the last paragraph.

Q. All right. Let's turn to that. A. And what I did on the instructions of the attorneys is assume that a forty hour week was worked, eight hours a day for five days a week, and based on that, I calculated the average amounts.

Q. And you assumed, also, that they were paid at the end of each two-week period? A. That's correct.

Q. Is that true?

Did you make any inquiry from officials of the company as to whether these individuals were paid at the end of each two weeks or whether they were in fact paid twice a month? A. Two weeks or twice a month?

[70] Q. Yes. Did you make any inquiry from company officials to determine on which—— A. I personally did not. This was at the instructions of the supervising attorneys again.

Q. Would you agree with me that if a supervisor were paid twice a month that he would have worked something in excess

of eighty hours for each time that he was paid, assuming he worked eight hours a day? A. Yes, he could.

Q. Would it sound like a fair figure to you that the supervisor would end up working actually eighty-eight hours for each pay period if he were paid twice a month rather than paid every two weeks? A. That would be possible, yes.

Q. And if later testimony and evidence should show that supervisors are paid twice a month rather than every two weeks, would you agree with me that the figures you have shown here would be somewhat in error and would actually be shown to be higher than the actual case would be? A. Yes, that would be possible.

Q. Now, did you make any study or acquire any information as to how much overtime is, in fact, performed by any class or all classes of supervisory employees? A. No, I did not.

Q. Did you make any study to determine whether or not [71] supervisory employees are paid for overtime? A. No, I did not.

Mr. Schuler: May I have just one moment, Your Honor?

The Court: Yes, sir.

Mr. Schuler: Your Honor, I have no further questions. Thank you.

Mr. Wells: If Your Honor please, I have one or two.

The Court: All right, sir.

Cross-Examination

By Mr. Wells

Q. To your knowledge, are there any statistical data available from census, or the Bureau of Labor statistics, or the Department of Transportation, or elsewhere, as to the available qualified work force for any job category employed by T.I.M.E.-

DC? A. I personally didn't do—Now, would you please repeat that question and let me get it.

(The immediate preceding question was then read to the witness by the reporter.)

A. (By the witness) No.

Q. (By Mr. Wells) For example, are you aware of the fact that the Department of Transportation regulations require that a truckdriver, ICC qualified—or Department of Transportation [72] qualified, must be at least twenty-one years old and that he must have passed a written examination and that he must have passed a physical examination? A. (By the witness) Yes.

Q. Do any of your data take into account those necessary government qualifications with respect to over-the-road drivers, any of the charts that you have put in evidence? A. No, they don't take those particular matters into consideration. And it is——

Q. Or do they take into account any qualifications whether imposed by the government, by their employer, or by custom in the industry? A. I simply used the basic statistics, so I didn't account for any available——

Q. Without regard to qualification? A. Well, the majority of my statistics are looking at the company as a whole. I wouldn't really be looking into a particular over-the-road category or a dock category or a clerical category.

Q. Well, I believe that some of your exhibits here, for example, compare at least take-home pay of city and road people. As I recall, one of the exhibits is here. A. Yes.

Q. I take it that that exhibit and any others that you have identified, or you have prepared, have been identified and [73] prepared without any regard for what are either the governmentally required or employer required or custom in the in-

dustry required job qualifications? A. I did not take the job qualifications into account.

Q. With respect to your data on take-home pay, did you take into account the hours worked? A. Again, you're referring to if they were worked overtime?

Q. City versus road. A. No. That material or the basic material for the information was not furnished to me, and again, the decision was made by the attorneys.

Mr. Wells: I believe that's all. Thank you very much.

The Court: All right. Mr. Fenton?

Redirect Examination

By Mr. Fenton

Q. Miss McGinn, do you have Plaintiff's Exhibit 226 before you? A. Yes, I do.

Q. Does this exhibit show the different kinds of jobs that the Spanish surnamed American employees at the terminals actually held? A. No, it does not.

Mr. Fenton: That's all I have.

[74] The Court: Anything?

Mr. Wells: If Your Honor please, I have one I forgot.

The Court: Yes, sir.

Recross-Examination

By Mr. Wells

Q. Miss McGinn, I take it for the better part of a year you have spent a good bit of time examining either original or Xeroxed copies of this company's records, have you not? A. That's correct, sir.

Q. Including a large number of job applications? A. Of applications, yes, sir.

Q. Are you aware of any job application made by a female for the position of truckdriver, dock personnel or mechanic? A. I cannot recall any, but I couldn't—I have not looked at all applications. The most that I looked at were already employed by the company, so that would immediately eliminate it as to open application.

Q. I take it you are not in a position to advise this Court that any female made an application for any of the jobs in the classifications set out in my last question. A. I would have no way of knowing.

Mr. Wells: Thank you.

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[76] Mr. Schuler: Your Honor, I wonder if this might be an appropriate point for us to indicate some objections to the statistical exhibits. I don't know if there will be more later, but I do have some objections I would like to voice.

The Court: Well, we have got the witness walking in. I'll give you a chance later.

Mr. Schuler: All right. Thank you.

The Court: Unless it pertains to the testimony of this witness. Does it, Mr. Fenton?

Mr. Schuler: Well, my objection would go primarily to the exhibits, and as a correlary to it, perhaps it would effect the admissibility of that witness' testimony.

The Court: All right. Let's hear your objection now, then.

Mr. Schuler: There are a number of these exhibits, Your Honor, that I think have not been properly supported by facts, and there are variables that are too numerous to make them worthy of being accepted by the Court. I would cite as a legal authority for that, U.S. versus Ironworkers Local 86 at Three FEP cases, 496, 1971 case, where the Court said that the use of statistics is conditioned by existence of proper supportive facts, and absence of [77] variables which would undermine the reasonableness of the inference of discrimination which is drawn. And I think as to the figures that deal with the—that are used as a basis, the SMSA area around a city, we have not had any support to show how far around the city the area exists that is part of the SMSA. Miss McGinn indicated she doesn't know whether it is a county or a city or an unincorporated area or what in any particular area.

The Court: Well, now, she did state it was taken from the records of the Census Bureau, however they do the classification. She didn't know how they did it, but whatever their classification was, she used, is that correct?

Mr. Schuler: That's correct, Your Honor. And we don't have a basis used by the Census Bureau before us on this record.

Secondly, as to the figures that were based upon the census figures within the city, Miss McGinn was unable to indicate any study that had been made to show whether minority persons in fact lived within the city or outside of the city limits. Again, I don't believe we have proper supportive facts to justify the use of a raw census statement as to population.

As to similar exhibits having to do with Spanish surnamed persons, there was a use of a term called urban places, and again Miss McGinn indicated that there is not present in the courtroom anything to show specifically what an urban place [78] is surrounding any one of these towns, nor did she know

of her own knowledge what places are included within the definition of an urban place.

The Court: Wasn't this based, though, again on the official government documents that the Census Bureau have designated for these matters?

Mr. Schuler: It is, Your Honor, but we do not have that portion of the census document in Court so we can tell what is a part of the urban place. It may take in the city, it may take two counties around the city.

Further, we could not tell from the study made by Miss McGinn whether the persons who are included as Spanish surnamed persons live within the city limits itself, and where they live with relationship to a terminal of T.I.M.E.-DC.

The Court: You are saying she is comparing apples with oranges, or maybe——

Mr. Schuler: That's correct. We don't think there is a proper support for these to be entitled to any weight in the proceedings.

In addition, the figures as to the earnings between supervisory personnel and hourly rates of personnel, as will be shown later, are based upon a factual inaccuracy since the supervisory personnel are paid twice a month rather than every two weeks.

The Court: Again, this is apples with [79] oranges.

Mr. Schuler: Again, that is the case.

And in addition, the only purpose of such an exhibit would be to show that the total earnings at the end of a year were different as between the two types of positions and an attempt to show that there is some discrimination in the pay that a supervisor earns during a year and the pay that an hourly rated employee earns during a year. We had no foundation there to show the total number of hours that might be worked by an average hourly rated employee as opposed to a supervisor,

whether either of them work overtime, and I'm sure in most categories they work overtime, or to show what the overtime rate was for the hourly rated employee, or to show whether or not the supervisory employees received any money for overtime, which later proof will show he does not.

Again, I don't think there is enough foundation for the exhibits to be admitted.

The Court: You're saying those are not sufficient statistics to even show that one line of employment is more attractive or beneficial than another line of employment.

Mr. Schuler: Those latter figures, I do not think they are sufficient to show that because we will have exhibits through our witnesses that will show on an actual basic supervisory employees make less money than line drivers make, all the hours they work are considered.

[80] More pertinently, the figures we will introduce will show that city supervisors make less per hour than city drivers make.

The Court: Which is, according to the allegations, a lower form of employment.

Mr. Schuler: That is right. The statistics that have to do with the people of working age who are in the SMSA and in the city areas, in addition to being faulty, and not a proper foundation, because they don't tell what area is taken in and where persons are located within the area, similarly were not broken down by the number of males versus females with any indication as to how many of the employees or the applications are males versus females.

In addition, they were not broken down to show the validity of using the age span of twenty to sixty-four as a typical working area. As pointed out in the cross-examination by Mr. Wells, some age higher than twenty must be used and is used by companies.

The Court: Required by law.

Mr. Schuler: That's right. It is required by law.

The Court: Is there any limit on the top age for a driver that you know of by law?

Mr. Schuler: I don't know of any, Your Honor.

[81] The Court: Well, I recognize what you're talking about, the difference between twenty and twenty-one, as Mr. Wells brought out.

Mr. Schuler: For these reasons, I believe that we should not have to respond to these statistics when the statistics are unreliable and they are in a sense oranges, and if we try to respond to them, we will have to be responding with apples. There's no way to test the validity of the assumptions underlying those exhibits.

Mr. Wells: If the Court please, I would add that there is no predicate laid as to the working age actually applicable in this industry, or to this employer, nor is there shown any relationship to the available qualified work force.

Basically, my objection is that it is totally irrelevant to any issue in this case until there is some connection made of available qualified work force.

The Court: You say discrimination must be narrowed down to those who are qualified for a job and are thereby discriminated against.

Mr. Wells: Basically, what I'm saying is if there were a hundred blacks and ten whites and the ten whites had the jobs and none of the hundred blacks had the jobs, to show discrimination they would have to show some basis of available qualified work force. We can't assume either that the **[82]** whites or the blacks are qualified. That is a matter of proof. And as I understood the cross-examination, that basic issue as to relevance had not even been taken into account in any of these exhibits.

The Court: Well, gentlemen, I understand your objections. I think so far this case just proves the old adage to me that you can either prove or disprove anything by the use of statistics, but I'm going to overrule the objections.

I'm going to let them go to the weight and credibility of the testimony and will consider them as such, and secondly, I am overruling them because after all, the government has just started its case. They may bring in some buttressing testimony. They may or may not, but I will overrule at this time and permit the government to go ahead.

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[101] The Court: Mr. Fenton, if you will, call your next witness, please, sir.

Mr. Fenton: Mr. Tom White.

THOMAS WILLIAM WHITE,

called as a witness at the instance of the plaintiff, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Fenton

Q. What is your name? A. Thomas William White.

Q. Your address? A. 2009 North Central, Los Angeles, California.

Q. What is your race, Mr. White? A. American Negro.

Q. What is your education? A. High school.

Q. Are you a high school graduate? **[102]** A. Yes, I am.

Q. Where are you employed? A. T.I.M.E. D.C. in Los Angeles.

Q. California? A. California.

Q. What is your job with T.I.M.E.-DC? A. Heavy-duty truckdriver.

Q. When did you first start to work for the company, Mr. White? A. 1946.

Q. What was the company known as at that time? A. Southwestern Freight Line.

Q. Did Southwestern later become T.I.M.E. Freight? A. Yes, it did.

Q. Do you recall about when that was? A. It was in the early fifties. The best of my knowledge, around '52 or 3, I believe.

Q. Before going to work for Southwestern, Mr. White, did you have any truck driving experience? A. Yes, I did.

Q. Could you relate what that was? A. I worked for a company, Public Freight Line. I worked for a private milk hauler for Safeway Stores, and I worked for my brother hauling produce out of Bakersfield, and Ideal Sawdust Company, all truck driving jobs.

[103] Q. Do you recall about how many years you worked for Public Freight? A. It is kind of hard to say it's so far back. I'd say a year, maybe a little better.

Q. Excuse me. What kind of equipment did you drive for Public? A. Semi-truck-trailer.

Q. Where did you drive to, sir? A. Well, I drove local around the city through Los Angeles and Hollywood, then I had a run to San Bernardino, Riverside, Pomona, all out in that area.

Q. About how long did you drive hauling milk for Safeway? A. Oh, between six and seven months.

Q. What kind of equipment did you drive there? A. It was a semi-trailer-tractor.

Q. What kind of—pardon me. How long did you drive for Ideal Sawdust Company? A. I would say approximately a year.

Q. What kind of trucks did you drive there, sir? A. These semi-tractors and bobtails, both. It depended on how much you had to pick up or deliver.

Q. Did I understand that you also drove for your brother or with your brother? A. Yes, I did.

Q. About how long did you drive with your brother? **[104]** A. Oh, I started that when I was just a school kid going with him, I guess, about seven or eight years, just more or less helped him, you know, going north hauling fruit back to Los Angeles.

Q. Going north to—— A. Bakersfield.

Q. What kind of truck did he drive? A. He had a semi.

Q. What was your first job at Southwestern? A. Well, my very first job was a swamping job.

Q. How long were you a swamper? A. Only one day. I didn't plan on keeping that. I was at our hiring hall for withdrawal out of our union altogether and one of their trucks came in and he had a load of rock on it and that was a hard job, nobody wanted to handle rock, and he couldn't get anybody, so this fellow, Walker, he came up and asked me as a favor would I go with him. I had talked to him before, and I went with him that evening and we went in and he told the boys that I was a good worker so the boss asked me if I would come back the following day and the following day I was on the dock and we worked dock and drove both in those days, and a call came in to pick up a load at one of our Air Force bases and they didn't have a driver available, so he asked a man in the shop and he said no, he wouldn't go, because he worked in the shop, and had work to do, so then I spoke up on my own and

[105] I told him well, I am a driver, I am in 208, I am in the Brotherhood, and he went in the office and pretty soon he came out and he says, well, grab that semi and go get it. From that day on, that was the second day I worked there, I drove ever since.

Q. So you have driven at Southwestern and later T.I.M.E. your entire employment period there with the exception of your first day as a swamper. A. One day.

Q. Could you explain to the Court what a swamper is? A. A swamper helps load and unload equipment period.

Q. What kind of equipment do you drive for the company, Mr. White? A. Well, their heavy duty equipment, their diesel equipment, doubles, five-axle, anything they own.

Q. Are you familiar with the road rigs at that terminal; that is, the rigs that the company uses on the road that road drivers drive? A. Very much so, as much as the man that built them.

Q. How do they compare with the rigs that you drive? A. They are all the same. There is no difference.

Q. Of course, do you drive diesels? A. Yes, strictly.

Q. Now, while you were working at Southwestern, Mr. White, did you ever have occasion to make extra trips on the road? **[106]** A. Yes. In '49 and '50 and part of '51 I drove line for Southwestern on extra trips from two to three trips per week, and we drove to Blythe, a layover in Blythe. We laid overnight in Blythe.

Q. How far is Blythe from Los Angeles? A. Oh, I guess it's a couple hundred miles or so. It's right on the border of California and Arizona.

Q. Did other city drivers for Southwestern also make these extra line trips? A. Yes.

Q. Pardon me. What was their race? A. Caucasian, all of them.

Q. Do you recall the names of some of these Caucasian city drivers? A. They were good friends of mine. Glen Brown, Wesley Bartell and Fred Williams. They were the three that were doing it when I was.

Q. Did any of these Caucasian city drivers that you have mentioned later become regular line drivers for Southwestern? A. All three of them got on the regular driver's board, the three of them.

The Court: By regular drivers, you're talking about long haul?

A. (By the witness) Yes, the line. We call them line in L.A. **[107]** The Court: Line.

Q. (By Mr. Fenton) Are these three persons any longer with the company? A. (By the witness) No. A couple of them have passed on, and one went into business, I hear, for hisself.

Q. During this period when you were driving these extra line trips, Mr. White, did you inquire of any company officials for a regular line driver job yourself? A. Yes, sir, I did.

Mr. Hunter: Objection, Your Honor, leading the witness and also I question the foundation, the absence of foundation for the question.

The Court: Oh, I'm going to overrule that and let him go ahead and answer the question. I think it expedites this.

Mr. Wells: If Your Honor please, may he be required to specify time and place?

The Court: All right. I think that is reasonable. Tie it down just a little more.

Q. (By Mr. Fenton) Mr. White, would you repeat when you made these extra line trips?

The Court: That is in the early 1950's. We got that. That is not——

Q. (By Mr. Fenton) My question then to you, Mr. White, was during the period that you made these extra line trips, did **[108]** you ask any company officials to become a regular line driver?

Mr. Wells: If Your Honor please, we object to this. He couldn't have been violative of any act in 1950, an act passed in 1964, and not effective until 1965. Therefore, we say it is immaterial and irrelevant whatever may have occurred then.

The Court: Let's just cross this bridge right now. Are you saying that even though there might have been a practice of discrimination prior to 1965 that it is immaterial to this lawsuit, even though there might be a contract that perpetuated that old discrimination; is that what you're saying?

Mr. Wells: I am saying that the mere fact of a discrimination in 1950 was unlawful, and the fact there is——

The Court: Was not unlawful, you mean.

Mr. Wells: Was not unlawful in 1950, that's correct.

The Court: All right.

Mr. Wells: And that can have no bearing on the state of facts under an act which makes it lawful or unlawful after 1965.

The Court: Well——

Mr. Wells: It is too remote.

Mr. Hunter: Your Honor, also, to a degree that is my objection. It depends on whether or not he intends **[109]** to use the evidence as to individual discriminatees. It becomes immaterial, and that is as Mr. Wells has pointed out, the act itself did not become effective until 1965, and accordingly, any act prior to that time would not be considered in violation of the act.

The Court: Well, I am going to overrule. Now, I want it understood that I am not holding that this lawsuit is going to determine individual rights of discrimination between this witness or anybody else. That's not going to be determined, especially

in 1950, but I think the government is entitled to show, if they can, and by competent evidence, that discrimination existed, although that discrimination might not have been unlawful, but it became unlawful in 1965, and if the companies are now doing anything that would perpetuate the discrimination, even though it wasn't lawful, even though it did exist, they are entitled to show it. Now, it goes very critically to the weight of this evidence when we talk about the early 1950's, but I am going to let that go to the weight of the testimony rather than the admissibility.

I'll overrule and you may proceed.

Q. (By Mr. Fenton) All right. Mr. White, then I'll ask you during the period when you were making these extra line trips for Southwestern in the early 1950's, did you inquire of any company officials for a regular line job for yourself? A. (By the witness) Yes, I did.

[110] The Court: Just tell us who and when.

A. (By the witness) All right. Well, the fellow, the one that first sent me out on a line trip, Fred Anderson, and Dick Koontz, I was standing there and the job came up and they just couldn't holler for someone else, so they asked me if I wanted to make it and I says yes. So then, they spoke up and says, well, you know, Blythe is a very prejudice town. Do you think you can get a place to lay over, because you have to stay overnight and I told him, well, I am a grown man, if I have to sleep out in the woods, I can make it until the next night. So one of the other line drivers named Friday, he spoke up and he says, I'm going out before Tom and by the time Tom gets to Blythe I will have him a place to stay, and that was in the early fifties.

When I asked the——

The Court: I don't believe that is your question, is it?

Mr. Fenton: Well, Your Honor——

The Court: He might have misunderstood your question or I misunderstood it.

Mr. Fenton: I believe he did name the two officials that he asked for a regular line job.

A. (By the witness) Fred Anderson and Dick Koontz.

The Court: He is not testifying as to any regular line job. He's talking about a temporary one-trip **[111]** job.

A. (By the witness) No, I asked for a regular at the time.

The Court: Let's go into that, then.

A. (By the witness) Yeah, I was making these—they were sending us out on these temporary—this temporary deal, so I asked to get on steady, in other words.

The Court: Asked whom, who did you ask that?

A. (By the witness) Fred Anderson and Dick Koontz.

Q. (By Mr. Fenton) What was Mr. Anderson's position with the company, as you recall? A. (By the witness) He was more or less like a terminal manager then. He was the head man there in Los Angeles.

Q. What was Mr. Koontz position? A. Well, he was more or less like, he was the supervisor. In those days he worked the dock, the office. They didn't have very many supervisors. One supervisor, he done it all. It wasn't broken down like it is today. One man had a lot of jobs when he was in the supervisory category.

Q. Koontz was a supervisor. A. Yes, he was.

Q. Did either Mr. Anderson or Mr. Koontz offer you a regular line driver job? A. No, they didn't.

[112] Q. At this time, Mr. White, were there any regular—pardon me. Were there any blacks employed as regular line drivers at the company? A. No, there wasn't.

Q. Now, you mentioned that T.I.M.E. Freight later took over Southwestern. Did you ask any officials of T.I.M.E. Freight about a regular line drivers' job? A. Yes, I did. I asked one time, Mr. Bob Adams and a Mr. Stanky, Rex Wright, he was the manager there for awhile. Yes, I did.

Mr. Hunter: Your Honor, again, just for the purpose of the same objection we raised before, if we could ascertain more closely the time.

The Court: I don't mean the day, but somewhere within a year as to what we're talking about, because I want to judge the remoteness of it.

Mr. Fenton: I am going to go into that right now, Your Honor.

Q. (By Mr. Fenton) Do you recall approximately when you asked Mr. Bob Adams for a regular line driver's job? A. (By the witness) It was right after—it was right after T.I.M.E. had taken over, and the reason I asked him, my extra line jobs stopped just like that when T.I.M.E. did take over. I never made any more.

Q. Any extra line hauls? **[113]** A. Any extra trips of any sort.

Q. What was Mr. Adams' position with the company, if you recall? A. He was—well, we call him an operation manager these days.

Q. Who was Mr. Keith Stanky? A. He was the terminal manager.

Q. When did you ask Mr. Stanky for a regular line driver's job? A. Well, I approached Mr. Stanky right constantly from the time he came there until just before he left.

Q. And do you recall approximately when he came? A. Mr. Stanky came there in about—I guess around 1954, or so, I guess.

Q. When did he leave to the best of your knowledge? A. Last year, '71.

Q. What did Mr. Stanky tell you when you asked him for a regular line driver's job? A. Well, he told me the same thing the rest did, that he would have to check with Lubbock, that it made no difference to him, but he would check with Lubbock. Those are his very words.

Q. Did he ever offer you a regular line driver's job? A. No, he didn't.

Q. Did Mr. Adams ever offer you a regular line driver's job? **[114]** A. No.

Q. Do you recall asking any other officials of T.I.M.E. about a regular line driver's job? A. Yes, Mr. Jack Starr.

Q. Who is Mr. Starr? A. He was the assistant terminal manager.

Q. Do you recall approximately when you asked Mr. Starr for a regular line driver's job? A. He was Keith's assistant. It was in the sixties, '63 or '64, right in there, I believe.

Q. What did Mr. Starr tell you? A. He told me he had to check with Lubbock.

Q. Did Mr. Starr ever offer you a regular line driver's job? A. No, he didn't.

Q. Mr. White, did you ever file a complaint with respect to your inability to get a regular line driver's job with the company? A. Yes. I filed one with the State of California.

Q. Do you recall approximately when that was? A. That was in 1961.

Q. What was the result of that complaint? A. The State claimed that I had waited too long, statute of limitations, and I told the State it was happening today so no time has passed as far as I am concerned, but they said it **[115]** had.

Q. Now, after you filed your complaint with the State, was there any change in the kind of assignments that you received at the company? A. Very much so.

Q. Would you explain that? A. We were hauling crude rubber out of Texas here, little blocks of rubber, and sets of doubles come to about forty-five thousand pounds to the set, and after I filed with the State and lost my case, well, I could look forward to five days a week of doing nothing but unloading this rubber, which nobody wanted. It's a very dusty, dirty job, and heavy, and the way they did it to me, they didn't even give me the courtesy of coming back to the yard to get another load myself for a little breathing time, driving time. They had a man out of our shop to bring me a full load and drop it there before I got through with the load that I was working on, so I could just keep going all day.

From the time of the morning I got to the Goodyear Rubber Company, I didn't leave until in the evening when there was no more rubber to unload.

The Court: What year are we talking about, now?

A. (By the witness) That was in '61 right after I filed with the State against them.

[116] Q. (By Mr. Fenton) Who assigns loads to city drivers? A. (By the Witness) Well, our assignments come directly from our city dispatcher. That is who our assignments come from.

Q. Is it normal to rotate the kind of loads that you are assigned? A. Well, our city dispatcher, if he gives you a bad load today, he never repeats it. He rotates all bad loads. He kind of tries to rotate it so everybody gets a little of the bad and the good.

Q. Were your loads rotated up until the time you got—— A. Oh, yeah they are being rotated again.

Q. How long were you given on the rubber-hauling assignments? A. Well, the rubber—the rubber deal lasted a good eight or ten months.

The Court: Then, after that they started rotating these bad assignments and it's been that way ever since?

A. (By the Witness) Yeah, he cooled off.

Q. (By Mr. Fenton) Mr. White, have you ever had a chargeable accident with the company? A. (By the Witness) No, not in the last—in the past twenty-two years. It's actually twenty-three years.

Q. I hand you what has been marked as Plaintiff's Exhibit 62. Do you recognize that as the copy of a safe driver award **[117]** certificate that you received from the company? A. Yes.

Q. And what is the date of that award? A. The date of that one is February 7th, 1969.

Q. For how many years? A. For nineteen years.

Q. And have you subsequently received another award? A. I have a brand new one here that I got in '71 for twenty-two years, and I haven't——

The Court: All this time you've been a city driver, though, except for these temporary——

A. (By the Witness) Yes. And in between hauling to Twenty-nine Palms, which is the jurisdiction of 224 in Barstow, and like that, it's in their jurisdiction, but they allowed me to do that, hauling explosives to the government.

Q. (By Mr. Fenton) What period of time was that that you ran those trips to Twenty-Nine Palms? A. (By the Witness) Well, most of it was from '67 to about '69, '68-69. I did a whole lot of it in there, in that period.

Mr. Fenton: Could I have a moment, Your Honor.

The Court: Yes.

Mr. Fenton: I'd like to offer Plaintiff's Exhibit 62 into evidence.

The Court: Is that the state driving **[118]** certificate?

Mr. Fenton: Yes, sir.

The Court: Any objection?

Mr. Schuler: No objection.

Mr. Wells: No objection.

The Court: It's admitted.

(Plaintiff's Exhibit 62 received into evidence by the Court as Plaintiff's Exhibit 62—State driving certificate for the witness, Thomas White.)

Mr. Fenton: That's all.

Mr. Hunter: Your Honor, we have no further questions.

The Court: Mr. Wells?

Cross-Examination

By Mr. Wells

Q. Mr. White, there is in evidence here as Exhibit 205 some information about the annual earnings of some of the employees. There are two Mr. Whites listed on Page 1 in the Los Angeles station. One is K. J. White and the other is T. W. White, is T. W. White you? A. That would be me, yes.

Q. And that shows an annual income of $11,222.03. Is that correct? **[119]** A. When was that? I don't know what year you are speaking of.

Mr. Wells: May I approach the witness?

The Court: Yes, yes.

Q. (By Mr. Wells) This is a government exhibit in this case, Number 205, and it shows here on the first page, Mr. T. W.

White, Number 93088, and 001 is a code number for Los Angeles, and it shows $11,222.03. Is that correct?

The Court: Well, the question was what year is that for, what year.

A. (By the Witness) Sixty-nine. I see '69.

The Court: Does that answer your question, Mr. White?

A. (By the Witness) Well, yes. I guess it is correct with the records. I don't know offhand. I don't have mine with me.

Q. (By Mr. Wells) Is that typical of the income you have had from your work with T.I.M.E.-DC in the last three or four years? A. (By the Witness) Well, yes.

Your Honor, could I say one thing?

The Court: In a minute.

A. (By the Witness) All right.

Q. (By Mr. Wells) Now, you have a very high seniority listing on the city board, do you not? **[120]** A. (By the Witness) Yes, before we merged with DC. I had been Number One with T.I.M.E. for many years.

Q. And at the time of the merger somebody else with a little more seniority came in, so you are Number Two. A. I am Number Two.

Q. Now, that means that you get your choice selection of the city jobs periodically. A. No, no, that does not mean that.

Q. Does it have any significance in connection with the city jobs? A. It helps a little, but it does not mean that. I can't choose anything.

Q. I'm sorry. I didn't understand you. A. I said I can't choose any job.

Q. Well, are there periodic postings of jobs in Los Angeles for the city? A. No.

Q. Are there ever any such postings? A. No. The only way you know a day ahead of time what you're going to do is if he has an early job which may be loading of tires or anything. It doesn't mean it's a good job. And he has to ask by seniority if you want to start before your regular starting time by seniority. That's the only time you know a day ahead of time what you're going to do.

The Court: Just on the early starting **[121]** time.

A. (By the Witness) Just before you—We have a bid starting time. If it's something before that, he has to go by seniority.

Q. Now, if I recall, you are on the city heavy duty board as distinguished from the city drivers in Los Angeles, is that correct? A. I am a city driver.

Q. Well, are there some city pickup and delivery drivers who make less than truckload runs with bobtails and small trucks? A. Oh, sure. All outfits have those, yes.

Q. Are they in the same bargaining unit you are in? A. If they have seniority. If any of them had seniority they could bump me from my job, yes. We are all the same, Local 208.

Q. 208. I see. But it is your understanding that there is no posting of any of those jobs with respect to the unit that is represented by 208. A. Not heavy duty, no. Those loads like the loads that are coming into Los Angeles today will be delivered tomorrow morning. There's no way for them to issue those loads out only the way I said. If it's some customer that has to have his load early, our earliest starting time is 7:00, and if some customer wants the freight there at 6:30, well, then, the **[122]** dispatcher has to go down the line by seniority and try to get a man to come in early so he can get that to the customers at 6:30, is the only way.

Q. How long have you been a member of Local 208? A. About thirty years, I guess, or so, or better.

Q. Was there any grievance filed in connection with this matter out at Goodyear? A. Well, I am going to be honest with you. In those days, if you just want the honest truth, in those days it didn't pay to make a fuss because if you did you weren't there, so I had to live, I had a young family coming on and I did it. I was young and I could do it.

Q. I take it you did not file any grievance about that matter. A. Not with the union, no. They wouldn't help me.

The Court: Mr. White, a moment ago you wanted to qualify something about your annual earnings.

A. (By the Witness) Yes.

The Court: Go ahead. What was it?

A. (By the Witness) I would just like to know why is the union representative basing my earnings against Kenny White, which is a pickup driver? Why doesn't he base mine against a line driver, which makes more? He weighs my earnings against a man with a lesser job. Why don't he base my earnings against a man——

[123] The Court: I can't answer that.

A. (By the witness) I know, but I am asking him. I am asking him why did he pick——

The Court: You'll have to ask the government.

A. (By the witness) Why did he pick a bobtail job——

The Court: Mr. White, I don't have the answer to that question. Let me ask you, I don't know as it is relevant to this suit, and I 'm not saying you don't have a valid question to ask, but right at this proceeding we are not deep enough into it, but from the context of your testimony I gather that a long-haul trip is more attractive to a person in your position than the heavy-duty city driver, is that right?

A. (By the witness) No, not exactly. It's more money, I'll tell you for sure. My family could have lived much better if I had been a line driver all these years.

The Court: How much more?

A. (By the witness) I would say anywhere from three to four thousand dollars a year.

The Court: All right. Now, that, of course, is more attractive, isn't it?

A. (By the witness) You better believe that it is.

The Court: What else have you got in mind here? You seem to indicate otherwise, that is wasn't as attractive. What did you mean by that?

[124] A. (By the witness) Well, your city driving, your line drivers, we have line drivers in their sixties and they can get in those trucks, you know, and the job I have you can't pick out too many heavy-duty drivers that are still on the job at that age. It's a hard job. See, we have forty-five-foot trailers now and you get in the backend of one of those and maybe there is six thousand cases of something to unload and all of that is by hand.

Well, on the line, you just drive. You last a long time and you make pretty good living.

The Court: Maybe I misunderstood it. Which is the better job?

A. (By the witness) That line job. That's why I fought for it since '50.

The Court: You'd like to have one today, I presume?

A. (By the witness) Oh, yeah.

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